

**FORT PIERCE UTILITIES AUTHORITY
REGULAR MEETING
AGENDA**

TUESDAY

March 17, 2020, 4:00 p.m.

City Commission Chambers

100 North U.S. #1, Fort Pierce, Florida

MEETING TO ORDER

Opening Prayer by Alice Ladomirak of the Treasure Coast Energy Center.

Pledge of Allegiance.

ROLL CALL AND DECLARATION OF A QUORUM.

***Nina Penick to present the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for FPUA's FY 2018 Comprehensive Annual Financial Report (CAFR).*

A. SET THE AGENDA.

B. APPROVAL OF MINUTES:

1. Approve the Minutes of the Regular Meeting of February 18, 2020.

C. COMMENTS FROM THE PUBLIC:

D. CONSENT AGENDA:

1. Excuse Frank H. Fee, IV, FPUA Board Deputy Secretary from the Board meeting today because he is out of town.
2. Appoint Javier Cisneros, Director of Utility Support Services, to the City of Fort Pierce Retirement Board.
3. Approve Post Budgeted Project/Budget Request in the amount of \$75,000 to fund the costs of rehabilitating portions of the sanitary sewer system along North 8th Street between Orange Avenue and Avenue E.
4. Approve POA 6081B: The Small Utility Enterprise Agreement with Environmental Systems Research Institute Incorporated, of Redlands, California, in the amount of \$150,000 for software maintenance. The initial term of this agreement shall be from March 18, 2020 to March 17, 2023 with unlimited one-year renewals.

5. Approve POA 20-37: FPUA's participation in the Florida Municipal Power Agency Joint Purchasing Project Invitation to Bid No. 2019-009 with Ace Pole Co., Inc. of Blackshear, Georgia, for the purchase of Chromated Copper Arsenate-treated wood utility poles, in an amount not to exceed \$75,000 annually. The initial term of this agreement will be from March 17, 2020 to April 30, 2021 with three one-year renewal options.
6. Approve RFQu No. 20-27: The Contracts for Continuing Professional Engineering Services related to communication networking for FPUAnet with Fujitsu Network Communications, Inc., of Richardson, Texas, effective March 17, 2020 through March 16, 2025, with unlimited five-year renewal options, contingent upon receipt of the required Certificates of Insurance.
7. Approve RFQu 20-27: Specific Authorization No. FUJ-93-20-1 with Fujitsu Network Communications, Inc. of Richardson, Texas, in an amount not to exceed \$86,334 for the Lincoln Park Network Design services. This Specific Authorization shall commence upon Notice to Proceed and end upon final completion and acceptance of the work by the FPUAnet Manager, contingent on receiving the required Certificate(s) of Insurance.
8. Approve Post Budgeted Project/Budget Requests for the Edwards Road Project in the amount of \$99,100 for Electric and \$103,000 for Gas. The total project requested amount is \$202,100.

E. LETTERS OF APPRECIATION:

1. A letter was received from Hali Sims and James Hatfield thanking Jennifer Krip and Kevin Parrish from Electric and Gas Systems for working together and resolving their electric problem.

F. OLD BUSINESS:

G. NEW BUSINESS:

1. 2020 State and Federal Legislative Updates – For Information Only.
2. Status Report on the Electric Power Cost Adjustment for February 2020- For Information Only.
3. September 2019 Quarterly Financial Operating Results – For Information Only.
4. Approve FY 2019 Comprehensive Annual Financial Report (CAFR) as presented.

H. AWARD OF BID:

I. RESOLUTIONS:

1. Adopt Resolution No. UA 2020-04, a resolution amending the budget of Fort Pierce Utilities Authority of the City of Fort Pierce, Florida for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.
2. Adopt:
 - a) Resolution No. UA 2020-02, TD Bank General Business Resolution and
 - b) Resolution No. UA 2020-03, Seacoast Bank Master Corporate Authorization Resolution. Both Resolutions will become effective upon adoption.

J. DIRECTOR:

K. ATTORNEY:

L. COMMENTS FROM BOARD MEMBERS:

M. ADJOURN.

Contracts under \$50,000 in Board Packet for Chairman and Secretary Signature:

1. Agricultural & Labor Program, Inc. – Low Income Home Energy Program
2. Compuquip Technologies, LLC – Check Point Security Checkup Professional Services - \$12,000
3. Good Eats See Food LLC – Food for FPUA Company Picnic - \$9,000
4. Indian River Magazine, Inc. – Advertisements - \$2,770
5. St. Lucie County BCC – Museum Pointe Park Reservations for FPUA Company Picnic - \$151.00
6. United Data Technologies, Inc. – Network & Systems Consulting Services - \$7,290.40
7. Wesco Distribution – Pole-Mounted Capacitor Banks, - \$20,487
8. Johnson Controls, Inc. – Security System Upgrade to Annex Panic Buttons - \$2,059.79

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, FEBRUARY 18, 2020, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Chairman Glynda Cavalcanti; Vice Chairman Charlie Frank Matthews; Deputy Secretary Frank H. Fee, IV; Mayor Linda Hudson; and Nick Mimms, Ex-Officio Member/City Manager.

Excused: Secretary Darryl Thomas-Bey

Others present: John K. Tompeck, Director of Utilities; Rupert N. Koblegard, III, FPUA Attorney; Barbara A. Mika, Director of Financial Services; Nina B. Penick, Director of Financial Services; Paul A. Jakubczak, Director of Electric & Gas Systems; Bowdoin G. Hutchinson, Director of W/WW Systems, and Javier Cisneros, Director of Utility Support Services; Joshua P. Gang, Director of Regulatory Affairs.

The meeting was called to order by Chairman Cavalcanti.

Opening Prayer was by Larry Lammers of Electric & Gas Engineering.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

A motion was made from Mayor Hudson and seconded by Mr. Matthews to excuse Darryl Bey from the meeting today.

A motion was made by Mr. Matthews, seconded by Mayor Hudson, and unanimously carried to approve the set agenda.

Mr. Tompeck said there is one quick change from the package the Board received the other day. He said the minutes identified Mr. Mimms as being at the last meeting and Johnna Morris was at the meeting instead. The minutes the Board will approve and sign today have the correct person there.

A motion was made by Mayor Hudson, seconded by Mr. Matthews, and unanimously carried to approve the Minutes of the Regular Meeting of February 4, 2020 with the correction.

Mr. Matthews said after consideration with what was said to him today, he made a motion to approve the Consent Agenda items, seconded by Mayor Hudson, and unanimously approved.

1. Accept RFP No. 20-11: The Proposal for the purchase of eleven Voltage Regulators from Gresco Utility Supply, Inc., of Wildwood, Florida, in an amount not to exceed \$173,456.88 annually. The initial term of the PO Contract will be from February 18, 2020 through February 17, 2021 with four one-year renewal options.
2. Approve POA 20-24: The Contract with United Data Technologies, Inc., of Miami, Florida, in an amount not to exceed \$57,680.70 for the FPUAnet Core Switches Upgrade with five years of annual maintenance included, under the WSCA-NASPO Cooperative Purchasing Organization Data Communications Products and services 14-19 administered by the State of Utah Master Agreement and State of Florida Alternate Contract Source No. 43220000-WSCA-14-ACS. The annual maintenance plan is for the period of February 5, 2020 and ending five years after the final installation and acceptance by FPUA.
3. Approve the Budget Transfer Requests for Salaries & Wages in the amount of \$118,684 to the new department, Regulatory Affairs. These budget transfers will cover the period beginning January 6, 2020 and ending September 30, 2020.
4. Approve RFQu 14-53: The Continuing Contract with Holtz Consulting Engineers, Inc., of Jupiter, Florida, for Professional Design-Build Services related to water and wastewater systems, effective February 28, 2020 through November 17, 2020, with one one-year renewal option.
5. Approve ITB 18-02A: Amendment No. 2 to the Generator Maintenance Contract with Newman's Power Systems, Inc., of Fort Pierce, Florida, to increase the not-to-exceed contract amount by \$45,000, from \$42,000 to \$87,000 annually.
6. Approve POA 19-66: Budget Transfer Request and use of contingency, in the amount of \$50,000, to partially fund the Grant Writing and Administrative Services contract with Cape Canaveral Scientific, Inc., of Melbourne Beach, Florida.

An email was received from Wendy Golden, President of the Key Colony Board thanking Sal Scimeca and Kurtis Strand of the Electric Department for working many months with them to correct the issues they were having with their rental lights not working.

Mr. Tompeck said the first item this afternoon is the quarterly update on Electric Reliability and Paul Jakubczak will make the presentation.

Paul Jakubczak, Director of Electric & Gas Systems, presented the Electric Reliability Update for September 2019. He said this is the next quarterly update for FPUA's reliability and this is actually

the calendar year end of FY 19. Our SAIFI numbers, which is a total of expected outages from our customer base over that 12-month period is .72, which is below the threshold that was set as a period of 1. As shown on the chart, FPUA is 5th from the top and are always improving to get to the top slot. However, sometimes it is not possible based on how others perceive reliability statistics and the importation of data. The next number to look at is our CAIDI numbers and these are those that experience an outage and how quickly FPUA got to the power to restore it. As you can see, FPUA is 53.04 minutes and we set a goal of 60 minutes and have exceeded that so far. We will continue to improve as we do. FPUA is 8th from the top on the displayed chart and are getting closer to moving up. It is a variable scale so it continues to move up and down every month as we submit data and storms roll through Florida.

Mr. Jakubczak said the next item we look at is our SAIDI numbers, which is basically all the outages divided by all of our customers even if they were not affected by outages. He said you will see this is less than the previous one. FPUA is 5th from the top and are continuing to move forward for that. The next slide is the 2018 year-end comparison and we are done with the calendar year 2019, however the IOUs and the cooperatives do not have to report all their data to the Public Service Commission (PSC) and we will not see the numbers change until the next quarterly update, which will be around the April/May timeframe. The next slide is what he was referencing earlier when we did our strategic planning a couple of years ago, we had set goals of where FPUA wanted to be with our reliability statistics and this shows we are meeting our goals. A couple of things FPUA is doing to improve and or maintain is we are continuing with our tree trimming. We are in the process of finishing up our pole inspections and doing our pole replacements, which will help with our reliability numbers as well. Staff is in the process now of installing our second 69KV breaker, which after this one we will be putting a presentation together to show the Board what we have done. November of this year, we are looking at installing the large transformer that cost \$500,000 the Board approved a few months ago. These are some of the projects the Board has approved that are part of FPUA's storm hardening program to improve our reliability statistics. Mr. Jakubczak said the other thing we are looking forward to is our AMI system, which we will be able to better serve our customers to be able to find out where the outages are so we can start sending people to those locations prior to the customers calling. As well, forecasting where we are starting to see some issues, we can do a little bit more tree trimming and engineering work to satisfy and eliminate the outages as we see fit.

Ms. Cavalcanti said to Mr. Jakubczak he told the Board that storms like hurricanes are not included in these statistics, correct?

Mr. Jakubczak said that is correct, there is a certain threshold when it comes to outages that are not included in this. He said this would be the afternoon thunderstorms and those types of outages.

Ms. Cavalcanti asked what the threshold is, just out of curiosity. She asked if it was a tropical storm.

Mr. Jakubczak said he just had a meeting about that and it is a named storm. He said when it is a named storm normally, even though it does not hit and is named a tropical storm and up in the Midwest it is named a winter storm. Now they are naming everything as it is going across so if it is a named storm normally, we take that out of there. A lot of it has to do with the threshold and declarations for the amount of outage time. Most utilities across the board have those thresholds where they pull those out, some leave them in and some do not. Some have asked when do you count it an outage, is it five minutes, is it one minute, or is it as soon as the customer calls, there is a variety for that. For the most part, the way Mr. Jakubczak looks at it, he said if he has to roll a truck, it is an outage.

Mayor Hudson said in reference to the 2018 year comparison that was given to us, she asked if it was 2018 and not 2019.

Mr. Jakubczak said it was 2018.

Mayor Hudson asked when he would have the 2019 comparison.

Mr. Jakubczak said normally the PSC prints out their reports in April so hopefully the next time he does the quarterly update, we will be able to update this chart. He said the numbers you saw from FPUA is the numbers you will see on there for our numbers, the .72 for the SAIFI is where we ended the 2019 calendar year.

Mr. Tompeck said the next item is an update CNG Station and Fred Gaddis of Gas Operations will make the presentation. He said while Fred is coming up, one of the other things Paul did not mention is trip savers, which we are putting in and will hopefully eliminate some of these very short outages.

Fred Gaddis, Gas Operations Supervisor, said he has been working for FPUA for 18 years. He said he will give an update on FPUA's Compressed Natural Gas Station or CNG. This short video will give all the benefits of using natural gas as a transportation fuel (3-minute video was played). Mr. Gaddis said in 2018 the Board approved the construction of our CNG Station. He believes the vision was to save money and better our community and that is because CNG burns cleaner than gasoline or diesel and leaves less of a foot print on the environment. Natural gas tends to extend the useful life of the engine's lubricating oil because it produces less carbon when burned, which saves FPUA money in maintenance on the vehicle. An average car can go 3,000 to 5,000 miles before you have to get an oil change and with natural gas you can go 7,000 to 10,000 miles.

Mr. Gaddis said we can do both of these things with CNG and to do that it takes a commitment from all of us, from purchasing CNG vehicles to using CNG instead of gasoline or diesel when you fill your tank. He said the first year we had nine vehicles use the station and they used 22,897 gasoline gallon equivalents of natural gas at a cost of \$1.24 a gallon. One gallon is equal to 1.4 ccf which is about \$0.60 cents for FPUA to purchase. When we figure out the cost, we add in the maintenance of the facility and cost of electric to use and that is how we came up with \$1.24. Right now it would be less because we are paying almost \$1 to \$1.50 less for natural gas now than we were last year at this time. With just having nine vehicles, our fuel cost savings is \$20,070 and the more we use the more we can save. In 2019, we added 36,942 standard cubic feet of storage to our facility. This was done because the fill time for a vehicle on just a compressor was about one half hour. Now with the extra storage, it cut the time down to about fifteen minutes. This year we are in the process of adding a fast fill dispenser and the fast fill station also has a card reader. If the City or the County buys a CNG vehicle, they can come fill up at our station and we would be able to charge them for it and keep track of how much fuel they use. Mr. Gaddis said when complete, the time it takes to fill at the fast fill would be about the amount it takes you to fill your car at a gas station, about two to three minutes. He said FPUA is also going to be adding seven more CNG vehicles to our fleet this year and they will be arriving June to July. When the station was built, it was so we could add another compressor down the road if we had to for expansion. The expansion would be for the slow fill for the vehicles that sit overnight, we would not have to add anything, just for the fast fill.

Mr. Matthews said in his mathematics here, at 50,000 miles on a vehicle and one uses natural gas and one uses the other gas, which vehicle would be lasting longer and less maintenance.

Mr. Gaddis said the CNG vehicle because the CNG does not burn as hot as the gasoline vehicle, it can last twice as long. He said the CNG vehicle when it burns, does not put out all the carbon into the engine, which clogs up the engine and all the ports and everything. The CNG vehicle burns clean.

Mr. Matthews asked if Mr. Gaddis had a preference on the models, Fords, Chevrolets, or GMC that he would rather have.

Mr. Gaddis said right now we purchase all Fords with the CNG because that is who does the best job with the engines.

Mr. Tompeck said the main transportation uses for CNG currently is garbage trucks and school buses. He said the Board is aware that all of Waste Pro's trucks are CNG. We have been talking to the School Board on and off about changing over, but have not been able to get much traction in that.

Mr. Tompeck said the next item is the bill comparison for the month of December and Barbara Mika will make the presentation.

Barbara Mika, Director of Financial Services, presented the Bill Comparison for the month of December 2019. She said this is the monthly update on the comparisons of municipal Electric Rates in the State of Florida and of the Local Treasure Coast utility bills for the month of December 2019. In the first graph the comparison of residential electric rates for 1,000 kWh of consumption for the month of December for the 13 municipal utilities, which are members of the "All-Requirements Project" are displayed and ranked based upon their base bill for 1,000 kWh of consumption. In the graph, you can see where FPUA ranks among the 13 ARP participants. In December rates at \$106.84, depicted with the yellow bar, ranks FPUA with the 5th lowest rate of this group. Also shown in this comparison, by the blue bar, is the relative position that FPUA would hold with the additional \$1 per kWh approved PCA decrease which went into effect on February 1st.

Mrs. Mika said the graph displayed is the December comparison of Florida residential electric rates for that same level of consumption but it includes all of the municipal utilities in the state. She said the data for all of the graphs has been compiled by Florida Municipal Electric Association (FMEA). FPUA's December bill for this level of consumption, at \$106.84, has improved its standing by one position since last month when compared to the other 31 municipalities in this graph. As of December, FPUA had the 11th lowest rates amongst this group. December brought rate changes for nine of the thirteen ARP participants. The overall impact of these rate fluctuations on the averages shown in the graph was a decrease of \$2.04 for the ARP which equates evenly to the \$2.00 rate decrease for FPUA effective December 1st. The Municipal Utilities' average rate also decreased for all these municipalities by \$0.80. For the 1,000-kWh consumption for December, FPUA is below all three of those averages.

Mr. Mika said this next graph presents a similar comparison of municipal utility bills within the State of Florida for the consumption of 2,500 kWh. She said in this comparison, FPUA's December bill, at \$269.80 reflects the December PCA decrease and FPUA has maintained its rank since November. The averages for this level of consumption for all three of these groups were impacted by the same changes that were noted on the 1,000-kWh bill. The average for the ARP bill fell by \$5.71 and the municipal average fell by \$1.72. FPUA is below all three of those averages in this comparison.

Mrs. Mika said the table displayed is the December comparison of the average residential utility bills on the Treasure Coast. The comparison includes the bills for electric, water, and wastewater services that a residential customer, with average consumption, would have experienced if they resided in one of these service territories. These figures include all of the applicable taxes and fees that have been verified by staff to actual or historical bills. In this comparison, FPUA's utility bill for services provided inside city limits is shown in the first column. All other bills in this table have electric services provided by FP&L and water and wastewater services by the locality's

provider. The average electric bill for FPUA inside city residents decreased in December by \$2.05 on our electric services. The electric utility service bills to all FP&L customers returned to their October amounts in December, after the one-time credit for the over-collection of storm charges. On the water and wastewater billings, the City of PSL increased their customer and usage charges by 1.5% in December resulting in an increase to the average water and wastewater bill for PSL residents of \$1.58. Those are all of the changes that have occurred and this item is for information only and requires no action from the Board. However, if you have any questions Mrs. Mika said she would be happy to address them.

Mayor Hudson said this is the first time in her memory the electric of 1,000kWh was higher in Port St. Lucie than in Fort Pierce. She asked if that was correct.

Mrs. Mika said in the second column of Fort Pierce those rates are the total bills including all the fees that are applicable in the locality of where they are. She will have to look back at the previous ones.

Mayor Hudson said it is \$115.15 in Port St. Lucie and \$114.43 in Fort Pierce and asked if that is correct.

Mrs. Mika said that is correct.

Ms. Cavalcanti said she would like to make one comment and said she is very pleased because first of all, FPUA is within \$6 of a person living in Fort Pierce who has FPL so we are getting very close. She said it used to be FPUA was \$30 difference every month between Fort Pierce and Martin County and that is dropping as well, we are \$21 at this point. FPUA is doing a really great job and she commended all the staff.

Mr. Tompeck said the next item is a status report on the PCA and Barbara Mika will make that presentation as well.

Mrs. Mika presented the Power Cost Adjustment and said she will provide information about January's power cost and updated projections through January 2021. She said the power cost adjustment, or PCA, is the mechanism by which FPUA recovers power costs that are in excess of the \$79.52 base power cost, which is included in the base rate. The cost of power purchased from FMPA for the month of January was billed to FPUA at the rate of \$74.95 for 1,000kWh. This was an increase of \$5.84 as compared to the billing for December. In January, FPUA experienced an under-recovery of power costs from the customer of \$408,171. Cumulatively the over-recovery as of January 31, 2020 was \$4.8 million. The graph displayed presents three options for changes to the PCA, projected through January 2021. The gray line indicates the current recommendation for no change in the PCA. Also shown is this green line which projects the track of a \$1 decrease to the PCA and the red line which shows what a \$2 decrease would look like.

The blue dotted lines mark the acceptable range for the over-collection. All three projections are very similar to last month's and point towards the PCA moving back into the acceptable range for the over-collection in April 2020.

Mrs. Mika said these projections have been prepared by Raftelis Financial Consultants, which in turn were based on projections prepared by Florida Municipal Power Agency. Since the November forecast, FMPA's estimate of the cost of purchased power for the upcoming 12 months has increased by 1.0%. In light of to the current month's under-recovery from FPUA customers and the projected trend for the PCA to move into the acceptable range for the over-collection in early Spring, it is the recommendation of staff the PCA remain unchanged. Staff will continue to evaluate updated projections and report to the Board. This item is for information only and requires no action from the Board.

Mayor Hudson asked what the acceptable range is.

Mrs. Mika said the acceptable range is between \$1 million and \$4 million over-collection.

Mayor Hudson said it does not reach \$1 million until January 2021, correct.

Mrs. Mika said it is moving into that range somewhere in April 2020 on the top in as we progress.

Mayor Hudson said it will not be unacceptable until 2021.

Mrs. Mika said that is correct based on the \$2 decrease and that is far out. She said this is just a projection and we will update it. The projections last month were fairly close to what we are seeing now.

Mayor Hudson said last month we talked about possibly lower it \$1 and asked if she is remembering that right.

Mr. Tompeck said we did and he thinks there is an option to do that. He is taking a conservative view of this and does not want to drop too much, \$1 would be ok.

Mayor Hudson said too much would not even happen until March.

Mr. Tompeck said as Barbara mentioned, the costs are a little more than we expected. He said part of this has to do with how they run the units. Even though the price of gas has gone down and that is the critical driver, how much they run the coal units has something to do with that. There are some regulations of why they must run the coal units at some point and time and that is more expensive power. The unit sales were down a little bit last month because it was not very hot or very cold. If February continues to be this warm for the rest of the month, you will see unit sales come up and he would feel a little more comfortable in lowering it next month.

February 18, 2020

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Mayor Hudson said right and asked if it was -\$11 now.

Mr. Tompeck said yes.

Mayor Hudson said ok.

Mr. Tompeck said associated with the rate discussion we were just talking about, he will be meeting with FMPA and Orlando Utilities Commission representatives on March 16th to discuss operations at the Stanton I unit. He said that is a coal unit just outside of Orlando and is part of the All Requirements Project generation portfolio. We will be discussing ways to reduce the costs of operations at the unit. The cost of Stanton is ~\$20M/year to the ARP and represents our most expensive power. This is one of the areas that FMPA is concentrating on to reduce rates. During the FMPA Board of Directors meeting last week, Jacob Williams said they are going to try and he is being optimistic, but he is going to try to slash another \$8 to \$10 the ARP rate. Mr. Tompeck said he thinks he has some work to do there, but it is certainly a target and hopefully he will get there. He said reducing the expenses at Stanton is one way to get us closer.

Mr. Tompeck said he forgot to mention at the last board meeting that the FMEA Linemen's Rodeo will be coming to Fort Pierce in 2021. He said it will be held in late February at the Fenn Center. There are usually ~300 competitors from utilities and co-ops across the state so we should have a pretty decent crowd. Mr. Tompeck thanked Paul Jakubczak and Bill Crawford for their work in securing this event for Fort Pierce. He asked Paul if there was anybody else because he did not want to not mention somebody else.

Mr. Jakubczak said there is a whole long list, but he will make sure it gets to everyone.

Mr. Tompeck said we are looking forward to that and it is in Tallahassee this year on March 13th and 14th. He said it will be in Tallahassee this year and in Fort Pierce next year.

Mr. Tompeck said he will be meeting with Mr. Mimms and Mayor Hudson on Thursday to discuss annexation issues.

Mayor Hudson asked if Mr. Tompeck is aware of legislation in the State Legislature about city utilities not being able to sell to other city utilities at a different rate you have to provide. She clarified it and it is not to unincorporated parts of the county, but it is to other cities. Mayor Hudson asked if we supply to St. Lucie Village.

Mr. Tompeck said he believes we do.

Ms. Cavalcanti said we do.

Mr. Tompeck said he is not familiar with that piece of legislature, he will have to go back and check it out. He does not know if that means something different for FMPA because they sell some electricity to other utilities in the form of purchased power agreements.

Mayor Hudson just wanted to be sure Mr. Tompeck was following it and said the Florida League of Cities is following it right now. She said the only thing they are clear on is you can provide it to unincorporated parts of the county at a different rate, but you cannot provide services to another city at a different rate. She has no idea what the sponsor is trying to get at or what they are trying to do.

Mr. Tompeck said he does not know either and we do not do that.

There being no further business, the meeting was adjourned.

ATTEST:

SECRETARY

CHAIRMAN

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772-466-1600



BOARD SUBMISSION FORM

Department: 11 - Director of Utilities

Board Meeting Date: March 17, 2020

Item: _____ Regular Agenda Consent Agenda

Subject: Retirement Board Appointment

Recommendation:

Appoint Javier Cisneros, Director of Utility Support Services, to the City of Fort Pierce Retirement Board.

Reviewed By Attorney: _____ Yes No

Funds Available From: No Funds Needed _____ Budgeted

Approvals:

N/A

System Director: _____

N/A

Director of Financial Services: _____

Director of Utilities: *Javier Cisneros*



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MEMORANDUM

To: FPUA Board
From: John Tompeck, Director of Utilities
Date: February 28, 2020
Subject: Retirement Board Appointment

RECOMMENDATION:

Appoint Javier Cisneros, Director of Utility Support Services, to the City of Fort Pierce Retirement Board.

SUMMARY/SUPPORTING INFORMATION:

FPUA has two seats on the City of Fort Pierce Retirement Board, one appointed by the FPUA Board and the other elected by FPUA employees. Nina Penick has served as the FPUA Board's appointee to the Retirement Board since 2011. Mrs. Penick is retiring from FPUA in April and will need to be replaced by a Board appointee.

Staff recommends the appointment of Javier Cisneros, Director of Utility Support Services, to the Retirement Board. Mr. Cisneros has been an employee of FPUA for over twenty years and has a rich background on all aspects of FPUA operations, including an understanding of the retirement system and the workings of the Retirement Board. Staff feels he will be a valuable contributor to the Retirement Board.

ALTERNATIVES:

Do not approve selection and provide direction to staff regarding appointee to the Retirement Board.

ATTACHMENTS:

None

D-3

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

2/26/2020

Department: 66 - Water/WW Engineering

Board Meeting Date: 03/17/2020

Item Type: Consent Agenda

Subject: North 8th Street: Orange Avenue to Avenue E Sewer Rehabilitation

Recommendation:

Approve Post Budgeted Project/Budget Request in the amount of \$75,000 to fund the costs of rehabilitating portions of the sanitary sewer system along North 8th Street between Orange Avenue and Avenue E.

Reviewed By Attorney:

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: HUTCHINSON, BOWDOIN G. Feb 14 2020 1:17PM

Director of Finance: MIKA, BARBARA A. Feb 14 2020 8:53AM

Director of Utilities: TOMPECK, JOHN K. Feb 19 2020 7:54AM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Bowdoin G. Hutchinson, P.E., Director of W/WW Systems
FROM: James Carnes, P.E., Supervising Engineer
DATE: February 20, 2020
SUBJECT: North 8th Street: Orange Avenue to Avenue E Sewer Rehabilitation

RECOMMENDATION:

Approve Post Budgeted Project/Budget Request in the amount of \$75,000 to fund the costs of rehabilitating portions of the sanitary sewer system along North 8th Street between Orange Avenue and Avenue E.

SUMMARY/SUPPORTING INFORMATION

The North 8th Street Sewer Rehabilitation Project will focus on the area of North 8th Street between Avenue D and Avenue E along with the intersection of North 8th Street and Avenue B. It includes the lining of approximately 490 linear feet of gravity sewer main, the installation of three gravity manholes and the replacement of all sanitary sewer laterals. Once FPUA's construction is completed, the City of Fort Pierce will be reconstructing the roadway between Avenue D and Avenue E at no cost to FPUA.

Therefore, staff recommends the approval of the North 8th Street Sewer Rehabilitation Project and associated Post Budgeted Project/Budget Request in the amount of \$75,000. Funds are available within our current budget and there is sufficient monies available on the Mastec purchase order.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended because of the likelihood of pipe failure during and after roadway construction which will result in costly emergency repairs.

D-4

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/9/2020

Department: 32 - Information Technology Svcs

Board Meeting Date: 03/17/2020

Item Type: Consent, Contract Agreement

Subject: Small Utility Term Enterprise License Agreement

Recommendation:

POA 6081B: Approve the Small Utility Enterprise Agreement with Environmental Systems Research Institute Incorporated (ESRI), of Redlands, California, in the amount of \$150,000, for software maintenance. The initial term of this agreement shall be from March 18, 2020 to March 17, 2023, with unlimited one-year renewals.

Reviewed By Attorney: No

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 6 2020 3:18PM

Director of Finance: MIKA, BARBARA A. Mar 6 2020 4:42PM

Director of Utilities: TOMPECK, JOHN K. Mar 8 2020 8:44PM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Thomas A. Fryar, I T Services Manager
DATE: March 09, 2020
SUBJECT: **Small Utility Term Enterprise License Agreement**

RECOMMENDATION:

POA 6081B: Approve the Small Utility Enterprise Agreement with Environmental Systems Research Institute Incorporated (ESRI), of Redlands, California, in the amount of \$150,000, for software maintenance. The initial term of this agreement shall be from March 18, 2020 to March 17, 2023, with unlimited one-year renewals.

SUMMARY/SUPPORTING INFORMATION

The new maintenance agreement is a modification to our existing ESRI agreement that expands on software licenses and capabilities already deployed and utilized by FPUA. ESRI is the industry leader in Geographic Information Systems (GIS) and the software vendor of choice for the mapping needs of FPUA. ESRI software is the mapping foundation to other FPUA-owned software, including our Outage Management System (ArcFM Responder) and CCTV inspections. The changes to the agreement allow FPUA unlimited licenses of ArcGIS Enterprise, ArcGIS Desktop, and additional desktop extensions. It will provide staff with opportunities to perform advanced spatial statistics and analysis, streamline data integrity checks, and a variety of other tools that will have a direct impact on how FPUA maintains and analyzes spatial data.

ArcGIS Enterprise is the platform that serves all of internal web-based applications. The Enterprise Agreement will provide an opportunity to create a failover site, which current license does not provide. Additionally, as FPUA moves toward a mobile workforce and enabling staff with using GIS technology, the Enterprise License Agreement will provide staff with 200 named users for access to our web GIS capabilities. This feature will allow FPUA to make personal logins, improve day to day business activities, and assist in disaster preparedness and recovery.

ALTERNATIVES (IF ANY):

Do not approve the new software license agreement with ESRI and continue utilizing the current license at their current build and version releases. This option is not recommended as this will prevent any continued application growth or development, incur productivity loss, and not allow for a failover site.

ATTACHMENTS:

Vendor Contract Agreement Amendment



Quotation # Q-405351

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Date: January 9, 2020

Customer # 212451 Contract #

Fort Pierce Utilities Authority
 Information Technology Systems Dept
 206 S 6th St
 Fort Pierce, FL 34950

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 1/9/2020 To: 4/8/2020

ATTENTION: Jason Drost
 PHONE: 772-466-1600 x6365
 EMAIL: jdrost@fpua.com

Material	Qty	Term	Unit Price	Total
168090	1	Year 1	\$50,000.00	\$50,000.00
Meter Counts 50,001 to 100,000 Small Utility Term Enterprise License Agreement				
168090	1	Year 2	\$50,000.00	\$50,000.00
Meter Counts 50,001 to 100,000 Small Utility Term Enterprise License Agreement				
168090	1	Year 3	\$50,000.00	\$50,000.00
Meter Counts 50,001 to 100,000 Small Utility Term Enterprise License Agreement				

Subtotal:	\$150,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$150,000.00

The first year price will be prorated based on the unused maintenance on the date of purchase. With the start date of 1/22 and the maintenance credit would roughly be \$9.5k

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jeffery Johnson	Email: j.johnson@esri.com	Phone: 704.541.9810 x8617 x8617
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

JOHNSONJ This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 SMALL UTILITY
 (E215-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
 Two (2) Esri CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 5 Insights in ArcGIS Enterprise
 5 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference Registrations provided annually	3
Number of Tier 1 Help Desk Individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

*Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

[signatures are on page 8]

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Tammy Malin

Telephone: 772-466-1600

Address: 206 S. 6th Street

Fax: _____

City, State, Postal Code: Fort Pierce, FL 34950

E-mail: tmalin@fpua.com

Country: USA

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Signed, sealed, and delivered in the presence of:

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: RN Kolosyan
Fort Pierce Utilities Authority Attorney

D-5

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/10/2020

Department: 22 - Materials Management

Board Meeting Date: 03/17/2020

Item Type: Consent Agenda

Subject: Wood Utility Poles

Recommendation:

POA 20-37: Approve FPUA's participation in the Florida Municipal Power Agency (FMPA) Joint Purchasing Project (JPP) Invitation to Bid (ITB) No. 2019-009 with Ace Pole Co., Inc. of Blackshear, Georgia, for the purchase of Chromated Copper Arsenate (CCA)-treated wood utility poles, in an amount not to exceed \$75,000 annually. The initial term of this agreement will be from March 17, 2020 to April 30, 2021 with three one-year renewal options.

Reviewed By Attorney: No

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 9 2020 3:20PM

Director of Finance: MIKA, BARBARA A. Mar 10 2020 10:28AM

Director of Utilities: TOMPECK, JOHN K. Mar 10 2020 2:00PM

Fort Pierce Utilities Authority



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Eric R. Winterstein, CFM, Facilities and Fleet Superintendent
DATE: March 10, 2020
SUBJECT: Wood Utility Poles

RECOMMENDATION:

POA 20-37: Approve FPUA's participation in the Florida Municipal Power Agency (FMPA) Joint Purchasing Project (JPP) Invitation to Bid (ITB) No. 2019-009 with Ace Pole Co., Inc. of Blackshear, Georgia, for the purchase of Chromated Copper Arsenate (CCA)-treated wood utility poles, in an amount not to exceed \$75,000 annually. The initial term of this agreement will be from March 17, 2020 to April 30, 2021 with three one-year renewal options.

SUMMARY/SUPPORTING INFORMATION

The FMPA JPP provides procurement services for the purchase of electrical materials for its members, free of charge. On August 16, 1994, the FPUA Board approved joining the FMPA JPP for the purchase of electrical materials. Ace Pole Co., Inc., was awarded the CCA-treated wood utility poles ITB No.2019-009 on April 10, 2019, for an initial period of five years from its effective date thru April 30, 2024. At that time, the award may be extended by mutual consent on a year-to-year basis. The terms and conditions of the FMPA JPP and the bid procedures meet all requirements of State Law. FPUA is in the process of replacing failing wood utility poles. Participating with the FMPA JPP ITB will enable FPUA to take advantage of consortium pricing obtained with their greater economies of scale that offers lower prices. Purchases will be made as needed to replenish inventory stock.

ALTERNATIVES (IF ANY):

Do not approve the purchase and competitively bid the supply of CCA-treated wood utility poles. This option is not recommended due to the unlikelihood that FPUA will receive pricing more favorable than through the FMPA JPP.

ATTACHMENTS:

FMPA Bid Tabulation & Pricing

**JOINT PURCHASE PROJECT
PURCHASE & DELIVERY OF WOOD POLES - ITB# 2019-009
BID ANALYSIS**

FMIPA #	Description	Total Qty All Zones	Ace Pole		Koppers Ind.		Line Item Low Bidder	
			Unit Price	Extended Price	Unit Price	Extended Price	Ext. Price	Name
100-01000	30 ft class 3	50	\$139.00	\$6,950.00	\$109.00	\$5,450.00	\$5,450.00	Koppers Ind.
100-01001	30 ft class 4	20	\$99.00	\$1,980.00	\$93.00	\$1,860.00	\$1,860.00	Koppers Ind.
100-01002	30 ft class 5	20	\$78.00	\$1,560.00	\$78.00	\$1,560.00	\$1,560.00	Ace Pole
100-01004	35 ft class 3	117	\$164.00	\$19,188.00	\$155.00	\$18,135.00	\$18,135.00	Koppers Ind.
100-01005	35 ft class 4	181	\$122.00	\$22,082.00	\$113.00	\$20,453.00	\$20,453.00	Koppers Ind.
100-01040	35 ft class 5 CCA-ET	273	\$115.00	\$31,395.00	\$120.00	\$32,760.00	\$31,395.00	Ace Pole
100-01008	40 ft class 3	140	\$185.00	\$25,900.00	\$189.00	\$26,460.00	\$25,900.00	Ace Pole
100-01009	40 ft class 4	20	\$162.00	\$3,240.00	\$149.00	\$2,980.00	\$2,980.00	Koppers Ind.
100-01011	45 ft class 2	1	\$258.00	\$258.00	\$326.00	\$326.00	\$258.00	Ace Pole
100-01012	45 ft class 3	110	\$223.00	\$24,530.00	\$218.00	\$23,980.00	\$23,980.00	Koppers Ind.
100-01041	45 ft class 3 CCA-ET	246	\$256.00	\$62,976.00	\$252.00	\$61,992.00	\$61,992.00	Koppers Ind.
100-01013	45 ft class 4	10	\$188.00	\$1,880.00	\$189.00	\$1,890.00	\$1,880.00	Ace Pole
100-01014	50 ft class 1	20	\$340.00	\$6,800.00	\$365.00	\$7,300.00	\$6,800.00	Ace Pole
100-01015	50 ft class 2	90	\$301.00	\$27,090.00	\$323.00	\$29,070.00	\$27,090.00	Ace Pole
100-01016	50 ft class 3	30	\$250.00	\$7,500.00	\$272.00	\$8,160.00	\$7,500.00	Ace Pole
100-01018	55 ft class 2	21	\$409.00	\$8,589.00	\$392.00	\$8,232.00	\$8,232.00	Koppers Ind.
100-01019	55 ft class 3	10	\$321.00	\$3,210.00	\$311.00	\$3,110.00	\$3,110.00	Koppers Ind.
100-01021	60 ft class 2	15	\$541.00	\$8,115.00	\$513.00	\$7,695.00	\$7,695.00	Koppers Ind.
100-01022	60 ft class 3	2	\$441.00	\$882.00	\$419.00	\$838.00	\$838.00	Koppers Ind.
100-01023	65 ft class 2	8	\$851.00	\$6,808.00	\$657.00	\$5,256.00	\$5,256.00	Koppers Ind.
100-01024	65 ft class 3	1	\$760.00	\$760.00	\$592.00	\$592.00	\$592.00	Koppers Ind.
100-01031	40 ft class 2	115	\$208.00	\$23,920.00	\$236.00	\$27,140.00	\$23,920.00	Ace Pole

"PRELIMINARY ANALYSIS"

"PRELIMINARY ANALYSIS"

JOINT PURCHASE PROJECT
PURCHASE DELIVERY OF WOOD POLES - IB# 2019-009
SUMMARY FOR THE FT. PIERCE UTILITIES AUTHORITY

FMPA #	Description	Total Qty	Ace Pole				Koppers Ind.				Line Item	
			Unit Price	delivery price added - per pole	Total Cost per pole to city	Extended Price	Unit Price	delivery price added - per pole	Total Cost per pole to city	Extended Price	Total Cost per pole to city	Low Bidder Name
100-01005	35 ft class 4	96	\$122.00	\$24.84	\$ 146.84	\$14,096.37	\$113.00	\$35.00	\$ 148.00	\$14,208.00		Ace Pole
100-01031	40 ft class 2	89	\$208.00	\$41.08	\$ 249.08	\$22,167.85	\$236.00	\$60.20	\$ 296.20	\$26,361.80		Ace Pole
100-01011	45 ft class 2	22	\$258.00	\$50.86	\$ 308.86	\$6,794.86	\$326.00	\$71.67	\$ 397.67	\$8,748.67		Ace Pole
100-01015	50 ft class 2	1	\$301.00	\$59.33	\$ 360.33	\$360.33	\$323.00	\$83.61	\$ 406.61	\$406.61		Ace Pole
100-01021	60 ft class 2	3	\$541.00	\$82.15	\$ 623.15	\$1,869.46	\$513.00	\$115.77	\$ 628.77	\$1,886.31		Ace Pole
Totals					\$ 1,688.26	\$45,288.87		\$ 1,877.25		\$51,611.39		\$ 1,688.26

"PRELIMINARY ANALYSIS"

"PRELIMINARY ANALYSIS"

PURCHASE & DELIVERY OF WOOD POLES - IB # 2019-009
 BY CITY ANALYSIS - FT. PIERCE UTILITIES AUTHORITY

Low Bidder								
FMPA #	Description	City Stock #	Total Quantity	Name	Total Cost per pole to city	Extended Price	Delivery ARO	Minimum Shipment
100-01005	35 ft class 4		96	Ace Pole	\$ 146.84	\$ 14,096.37	5-10 days	Full Truckload
Vendor Name	Total Cost per pole to city	Delivery ARO	Minimum Shipment	Additional Comments				
Ace Pole	\$ 146.84	5-10 days	Full Truckload					
Koppers	\$ 148.00	2-8 days	Full Truckload/Mixed					

Low Bidder								
FMPA #	Description	City Stock #	Total Quantity	Name	Total Cost per pole to city	Extended Price	Delivery ARO	Minimum Shipment
100-01031	40 ft class 2		89	Ace Pole	\$ 249.08	\$ 22,167.85	5-10 days	Full Truckload
Vendor Name	Total Cost per pole to city	Delivery ARO	Minimum Shipment	Additional Comments				
Ace Pole	\$ 249.08	5-10 days	Full Truckload					
Koppers	\$ 296.20	2-8 days	Full Truckload/Mixed					

Low Bidder								
FMPA #	Description	City Stock #	Total Quantity	Name	Total Cost per pole to city	Extended Price	Delivery ARO	Minimum Shipment
100-01011	45 ft class 2		22	Ace Pole	\$ 308.86	\$ 6,794.86	5-10 days	Full Truckload
Vendor Name	Total Cost per pole to city	Delivery ARO	Minimum Shipment	Additional Comments				
Ace Pole	\$ 308.86	5-10 days	Full Truckload					
Koppers	\$ 397.67	2-8 days	Full Truckload/Mixed					

Low Bidder								
FMPA #	Description	City Stock #	Total Quantity	Name	Total Cost per pole to city	Extended Price	Delivery ARO	Minimum Shipment
100-01015	50 ft class 2		1	Ace Pole	\$ 360.33	\$ 360.33	5-10 days	Full Truckload
Vendor Name	Total Cost per pole to city	Delivery ARO	Minimum Shipment	Additional Comments				
Ace Pole	\$ 360.33	5-10 days	Full Truckload					
Koppers	\$ 406.61	2-8 days	Full Truckload/Mixed					

Low Bidder								
FMPA #	Description	City Stock #	Total Quantity	Name	Total Cost per pole to city	Extended Price	Delivery ARO	Minimum Shipment
100-01021	60 ft class 2		3	Ace Pole	\$ 623.15	\$ 1,869.46	5-10 days	Full Truckload
Vendor Name	Total Cost per pole to city	Delivery ARO	Minimum Shipment	Additional Comments				
Ace Pole	\$ 623.15	5-10 days	Full Truckload					
Koppers	\$ 628.77	2-8 days	Full Truckload/Mixed					

D-6

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/11/2020

Department: 93 - FPUAnet Communications

Board Meeting Date: 03/17/2020

Item Type: Regular, Contract Agreement

Subject: Professional Engineering and Design-Build Services for FPUAnet

Recommendation:

RFQu No. 20-27: Approve the Contracts for Continuing Professional Engineering Services related to communication networking for FPUAnet with Fujitsu Network Communications, Inc. (Fujitsu), of Richardson, Texas, effective March 17, 2020 through March 16, 2025, with unlimited five-year renewal options, contingent upon receipt of the required Certificates of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: X No Funds Needed Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 11 2020 8:19AM

Director of Finance: MIKA, BARBARA A. Mar 11 2020 1:10PM

Director of Utilities: TOMPECK, JOHN K. Mar 11 2020 2:12PM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Jason M. Mittler, FPUAnet Communications Manager
DATE: March 11, 2020
SUBJECT: Professional Engineering and Design-Build Services for FPUAnet

RECOMMENDATION:

RFQu No. 20-27: Approve the Contracts for Continuing Professional Engineering Services related to communication networking for FPUAnet with Fujitsu Network Communications, Inc. (Fujitsu), of Richardson, Texas, effective March 17, 2020 through March 16, 2025, with unlimited five-year renewal options, contingent upon receipt of the required Certificates of Insurance.

SUMMARY/SUPPORTING INFORMATION

FPUAnet is in the process of reconfiguring the network architecture for customer growth and expansion. The Lincoln Park Smart Neighborhood project's timeline and scope has placed urgency on this major network change. FPUAnet requires the technical resources to fulfill this time line.

The Request for Qualifications (RFQu) was uploaded to DemandStar on January 21, 2020 and was advertised January 26, and February 2, 2020, with the opening at 3:00 PM on February 7, 2020. The RFQu was sent to 1,044 vendors. Twenty-six (26) vendors requested specifications with four (4) responding, resulting in a 15% response rate. Of the four (4) responding qualification statements, none were local vendors. A three member review panel consisting of FPUAnet staff reviewed all of the submittals and has selected Fujitsu and Foresite.

ALTERNATIVES (IF ANY):

Do Not Approve. This option is not recommended because each project requiring outside design expertise will need an RFQu and selection process which will impede FPUA's ability to complete critical project designs in a timely fashion.

ATTACHMENTS:

Qualification Tabulation
FPUA Continuing Contract-Fujitsu PE

FORT PIERCE UTILITIES AUTHORITY
QUALIFICATION STATEMENT QUALIFIED TABULATION

Qualification Statements from the Firms listed herein are the only qualification statements received timely as of the above opening date and time. All other qualification statements submitted in response to this solicitation, if any, are hereby rejected as late.

REQUEST FOR QUALIFICATIONS FOR:	COMMUNICATION NETWORK PROFESSIONAL ENGINEERING AND DESIGN-BUILD SERVICES
RFQu NUMBER:	20-27
DATE/TIME:	February 7, 2020 @ 3:00 PM
RECOMMENDED QUALIFICATION(S):	<p style="text-align: center;">Qualified:</p> <p style="text-align: center;">PROFESSIONAL ENGINEERING SERVICES:</p> <p>1) Foresite Group, Inc. 2) Fujitsu Network Communications. Inc.</p> <p style="text-align: center;">DESIGN-BUILD SERVICES:</p> <p>1) Foresite Group, Inc.</p>

RESPONSE
4 of 4 = 100%
0 "No Bid"
Total = 100%
Local: 0 of 4 = 0%

PROFESSIONAL ENGINEERING SERVICES
FIRM
Foresite Group, Inc., Peachtree Corners, Georgia
Fujitsu Network Communications, Inc., Richardson, Texas
Burns & McDonnell Engineering Company, Inc., Kansas City, Missouri
SEL Engineering Services, Inc., Pullman, Washington
DESIGN-BUILD SERVICES
FIRM
Foresite Group, Inc., Peachtree Corners, Georgia
Fujitsu Network Communications, Inc., Richardson, Texas
Burns & McDonnell Engineering Company, Inc., Kansas City, Missouri
SEL Engineering Services, Inc., Pullman, Washington

**FORT PIERCE UTILITIES AUTHORITY
CONTINUING CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

This Contract is made between Fort Pierce Utilities Authority (FPUA) and Fujitsu Network Communications, Inc., a California corporation (Firm).

WHEREAS, FPUA has advertised for professional engineering firms to perform Professional Services, as defined in the Request for Qualifications (RFQu) No. 20-27, appended hereto and made part of this Contract, associated with the construction, design, and/or analytical studies for Projects (as defined in section 287.055, Florida Statutes) related to communication network as may be assigned.

WHEREAS, pursuant to section 287.055, Florida Statutes, and the applicable procedures of FPUA, FPUA has selected Firm to provide some or all of said Professional Services;

WHEREAS, Firm is willing and able to perform such Professional Services for FPUA within the basic terms and conditions hereinafter set forth; and

WHEREAS, the purpose of this Contract is not to authorize a specific project but to set forth certain terms and conditions which may be incorporated into subsequent Specific Authorizations (as defined herein), appended hereto as Attachment A, for specific projects or services when required.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that Firm shall serve as FPUA's Professional Representative for those assignments to which this Contract applies. Firm will give consultation and advice to FPUA during the performance of Firm's services in accordance with the RFQu and the terms and conditions set forth in Sections 1 through 17 hereof, and the provisions of the introduction set forth on pages 1 and 2 hereof. In the event of a conflict between the terms and conditions of the RFQu and this Contract, the terms and conditions of this Contract shall control.

FPUA shall, from time to time at its sole discretion, authorize Firm, in writing, to provide professional services under the terms of this Contract. Said authorization will be referred to herein as a "Specific Authorization." Each Specific Authorization will, by mutual agreement, be in a form substantially similar to Attachment A, and set forth:

1. The scope of services
2. The deliverables
3. The time of performance
4. Method and amount of compensation, and
5. The provisions of Sections 1 and 2 of this Contract that are applicable.

The provisions of this Contract will apply to each and every Specific Authorization unless otherwise agreed to in writing.

Firm understands that the execution of this Contract does not guarantee that any work will be awarded to Firm pursuant to a Specific Authorization. Firm further understands that this Contract is not part of a "rotating contract" and that Firm may receive no Specific Authorizations. Firm understands that this Contract does not prevent FPUA from advertising for responses under section 287.055, Florida Statutes, for any Projects FPUA deems appropriate. The parties further agree that either party to this Contract may terminate it with or without cause on thirty (30)-days' notice in writing to the other.

Pursuant to 287.055, Florida Statutes, (i) this Contract shall not apply to, and a Specific Authorization under this Contract shall not be used for, a construction project with an estimated construction cost exceeding \$2 million, or a study activity with a cost exceeding \$200,000; and (ii) Firm shall provide a signed copy of the Truth-In-Negotiation Certificate included in Attachment B to this Contract for any Specific Authorization with a lump-sum or cost-plus-a-fixed-fee amount that exceeds \$195,000 (the threshold amount provided in Section 287.017 for CATEGORY FOUR).

SECTION 1

1. BASIC SERVICES OF FIRM

1.1 GENERAL

- 1.1.1 Pursuant to Specific Authorization, Firm shall provide FPUA Professional Services in connection with a Project to which this Contract applies as hereinafter provided. The services will include serving as FPUA's Professional Representative for the Project, providing professional engineering consultation and advice, and furnishing customary engineering services. Said services are customarily and shall be rendered in phases as set forth in this Section.
- 1.1.2 It is understood and agreed that Firm designates a "Designated Representative" to represent Firm in all technical and administrative matters pertaining to and arising from the work and performance described in each Specific Authorization.
- 1.1.3 An individual, corporation, or contractor performing construction work on behalf of FPUA under a professional engineering contract shall be hereinafter known as the "Contractor(s)."

1.2 STUDY AND REPORT PHASE

After written authorization to proceed, Firm shall:

- 1.2.1 Consult with FPUA to clarify and define FPUA's requirements for the Project and review available information.
- 1.2.2 Advise FPUA as to the necessity of FPUA providing, or obtaining from others, information, data or services, and assist FPUA in obtaining such information, data and services.
- 1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve and/or permit the design of the Project and participate in consultations with such authorities.
- 1.2.4 Provide analyses of FPUA's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
- 1.2.5 Provide a general economic analysis of FPUA's requirements applicable to various alternatives.
- 1.2.6 Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the consideration involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to FPUA and setting forth the Firm's findings and recommendations. This report will be accompanied by Firm's opinion of probable costs for the Project, including the following which will be separately itemized:
 - Construction cost
 - Allowance for engineering costs and contingencies
 - On the basis of information furnished by FPUA, allowances for other items such as charges of all other professionals and consultants that may be required for the Project
 - The cost of land and rights of way
 - Compensation for damages to properties
 - Interest and financing charges
 - Other services to be provided by others for FPUA

The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."

- 1.2.7 Furnish two (2) hard copies and one (1) digital submittal of the study and report documents and review them in person with FPUA.

1.3 PRELIMINARY DESIGN PHASE

After written authorization to proceed with the Preliminary Design Phase, Firm shall:

In consultation with FPUA and on the basis of the accepted study and report documents, determine the general scope, extent, and character of the Project.

- 1.3.1 Prepare preliminary design documents consisting of final design criteria, preliminary drawing, and outline specifications.
- 1.3.2 Advise FPUA of additional information, data or services that are necessary and assist FPUA in obtaining such information, data and services.
- 1.3.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.
- 1.3.4 Furnish two (2) copies and one (1) digital submittal of the preliminary design documents, and present and review them in person with FPUA.

1.4 FINAL DESIGN PHASE

After written authorization to proceed with the Final Design Phase, Firm shall:

- 1.4.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the contract documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s), hereinafter called the "Drawings and Specifications."
- 1.4.2 Furnish to FPUA such documents and design data as may be required for, and assist in the preparation of, the required documents so that FPUA may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assisting in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

- 1.4.3 Advise FPUA of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or construction costs. Furnish to FPUA a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
- 1.4.4 Prepare for review and approval by FPUA, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instruction to bidders, and assist in the preparation of other related documents.
- 1.4.5 Furnish two (2) copies and one (1) digital submittal of the above documents and of the Drawings and Specifications, and present and review them in person with FPUA.

1.5 BIDDING OR NEGOTIATING PHASE

1.5.1 General

Upon request by FPUA and as agreed to in a Specific Authorization, upon written authorization to proceed with the Bidding or Negotiating Phase, Firm shall:

- 1.5.1.1 Assist FPUA in obtaining bids or negotiating proposals for each separate contract for construction, materials, equipment and services, and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, and attend pre-bid conferences.
- 1.5.1.2 Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
- 1.5.1.3 Consult with and advise FPUA as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the Contractor(s) or Firm for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.5.1.4 Consult with FPUA concerning substitutions for specified materials or equipment, and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.
- 1.5.1.5 Attend the bid/proposal opening, prepare bid/proposal tabulation sheets, and assist FPUA in evaluating bids or proposals and in assembling

and awarding contracts for construction, materials, equipment, and services.

1.6 CONSTRUCTION PHASE

During the Construction Phase, if requested by FPUA and agreed to in a Specific Authorization:

- 1.6.1 General Administration of Construction Contract. Firm shall consult with, advise FPUA, and act as FPUA's Professional Representative during construction of the Project.
- 1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor(s) while it is in progress:

Firm shall make visits to the site at intervals appropriate to the various stages of construction as Firm deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. In addition, Firm shall

- 1.6.2.1 provide the services of a Professional Representative (and assistants as agreed) at the site to assist the Contractor(s) and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, Firm shall endeavor to determine, in general, if such work is proceeding in accordance with the contract documents and Firm shall keep FPUA informed of the progress of the work. Firm's observations shall be for general conformity to the construction contract drawings and specifications for the Project and shall not relieve the Contractor of any of its contractual responsibilities.
 - 1.6.2.2 The Professional Representative (and any assistants) will be Firm's agent or employee and under Firm's supervision. The duties and responsibilities of the Professional Representative (and assistants) shall be set forth in the Specific Authorization. However, the Professional Representative's observations shall be for general conformity to the construction contract drawings and specifications for the Project and shall not relieve the Contractor of any of its contractual responsibilities.
- 1.6.3 Defective Work. During such visits and on the basis of such observations, Firm may disapprove of or reject the Contractor(s)' work while it is in progress if Firm believes that such work will not produce a completed Project that conforms to the contract documents or that it will prejudice the integrity of the design concept of the Project as reflected in the contract documents.

- 1.6.4 Interpretations and Clarifications. Firm shall issue necessary interpretations and clarification of the contract documents and, in connection therewith, prepare work directive changes and change orders as required.
- 1.6.5 Shop Drawings. Firm shall review and approve (or take other appropriate action in respect of) shop drawings samples and other data which the Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto.
- 1.6.6 Substitutes. Firm shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor(s).
- 1.6.7 Inspections and Tests. Firm shall have authority, as FPUA's representative, to require special inspection or testing of the work. Firm shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the contract documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the contract documents).
- 1.6.8 Disputes between FPUA and Contractor. Firm shall act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of FPUA and the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.
- 1.6.9 Application for Payment. Based on Firm's on-site observations as an experienced and qualified design professional, on information provided by the Professional Representative and on review of applications for payment and the accompanying data and schedules:
- 1.6.9.1 Firm shall determine the amounts owing to the Contractor(s) and recommend in writing payments in such amounts. Such recommendations of payment will constitute a representation to FPUA, based on such observations and review, work has progressed to the point indicated, and that, to the best of Firm's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, the Firm's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the contract documents).

- 1.6.10 Contractor(s)' Completion Documents. Firm shall receive and review operating and maintenance instructions, schedules, guarantees, bonds, certificates of inspection, tests, and approvals that are to be assembled by the Contractor(s) in accordance with the contract documents, and shall transmit them to FPUA with written comments.
- 1.6.11 Inspections. Firm shall conduct inspections to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that Firm may recommend, in writing, final payment to the Contractor(s) and may give written notice to FPUA and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

1.7 OPERATIONAL PHASE

During the Operational Phase, Firm shall, when requested by FPUA:

- 1.7.1 Provide assistance in the closing of any financial or related transaction for the Project.
- 1.7.2 Provide assistance in connection with the refining and adjusting of equipment or system.
- 1.7.3 Assist FPUA in training FPUA's staff to operate and maintain the Project.
- 1.7.4 Assist FPUA in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- 1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during construction, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Firm and which Firm considers significant.
- 1.7.6 In company with FPUA, visit the Project to observe any apparent defects in the completed construction, assist FPUA in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2

2. ADDITIONAL SERVICES OF FIRM

2.1 GENERAL

Upon request by FPUA and as agreed to in a Specific Authorization, Firm will furnish or obtain from others additional services of the following types, which are not considered normal or customary basic services. These services may include, but are not necessarily limited to, the following:

- 2.1.1 Assist FPUA in preparation of applications and supporting documents (in addition to those furnished under the basic services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project from any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawing of or to investigate existing conditions or facilities, or to verify the accuracy of drawing or other information furnished by FPUA.
- 2.1.3 Services resulting from significant changes in the general scope, extent, or character of the Project or its design including, but not limited to, changes in size, complexity, FPUA's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of studies, reports, or documents, or are due to any other causes beyond Firm's control.
- 2.1.4 Providing renderings or model(s) for FPUA's use.
- 2.1.5 Preparing documents for alternate bids requested by FPUA Contractor(s) work that is not executed, or documents for out-of-sequence work.
- 2.1.6 Investigation and studies involving, but not limited to, detailed consideration of operation, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting FPUA in obtaining process licensing; detailed quantity surveys of material,

equipment, and labor; and audits or inventories required in connection with construction performed by FPUA.

- 2.1.7 Furnishing services of independent professional associates and consultants for services other than the basic services (which include, but are not limited to, customary civil, sanitary, environmental, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.3 when FPUA employs Firm in lieu of furnishing the same as described in paragraph 3.3.
- 2.1.8 Services during out-of-town travel required of Firm other than visits to the site or FPUA's office as required by Section 1.
- 2.1.9 Assistance in connection with bid protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services.
- 2.1.10 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.11 Preparing to serve or serving as a consultant or witness for FPUA in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultation that is included as part of basic services under paragraphs 1.2.3. and 1.4.2.).

SECTION 3

3. FPUA'S RESPONSIBILITIES

FPUA shall do the following in a timely manner so as not to delay the services of Firm:

- 3.1** Provide all criteria and full information as to FPUA's requirement for the Project, including design objectives and constraints, space, capacity and performance, preferences, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards that FPUA will require to be included in the Drawings and Specifications.
- 3.2** Assist Firm by placing at Firm's disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 3.3** Furnish to Firm, as required for performance of Firm's basic services, the following:
- 3.3.1 Data prepared by or services of others, including without limitation, surveys, laboratory tests and inspections of samples, materials and equipment;
 - 3.3.2 Environmental assessment and impact statements;
 - 3.3.3 Property, boundary, easement, right-of-way, topographic and utility surveys;
 - 3.3.4 Property description;
 - 3.3.5 Zoning, deed and other land use restriction.
- 3.4** Arrange for access to and make all provisions for Firm to enter upon public and private property as required for Firm to perform services under this Contract.
- 3.5** Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings, substantial completion inspections, and final payment inspections.
- 3.6** Give prompt written notice to Firm whenever FPUA observes or otherwise becomes aware of any development that affects the scope or timing of Firm's services, or any defect or non-conformance in the work of any Contractor.
- 3.7** Furnish, or direct Firm to provide, additional services as stipulated in Section 2 of this Contract or other services as required.
- 3.8** Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4

4. PERIOD OF SERVICE

4.1 TERM OF CONTRACT

This Contract shall commence on March 3, 2020 and end on March 2, 2025. There shall be unlimited five (5)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster or other emergency event.

4.2 TERM OF SPECIFIC AUTHORIZATION

Each Specific Authorization shall specify the Period of Service agreed to by FPUA and Firm for services to be rendered under said Specific Authorization.

SECTION 5

5. FPUA'S DESIGNATED REPRESENTATIVE

5.1 It is understood and agreed that FPUA designates a representative to represent FPUA in all technical and administrative matters pertaining to and arising from the work and performance of this Contract.

5.2 The authority of the representative shall include, but not be limited to, the following:

5.2.1 Examination of all reports sketches, drawings, estimates, proposals, and other documents presented by Firm and rendering, in writing, decisions pertaining there to within a reasonable time so as not to materially delay the work of Firm.

5.2.2 Transmission of instructions, receipt of information, interpretation and definition of FPUA policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.

5.2.3 Give prompt written notice to Firm whenever FPUA observes or otherwise becomes aware of any defects or changes necessary in the Project.

SECTION 6

6. PAYMENT TO FIRM

FPUA will compensate Firm for services under Specific Authorization. The fee due to Firm shall be set forth in each Specific Authorization, in accordance with the billing rates in Attachment D, plus reimbursable expenses specifically including, but not limited to, the following:

- Reproduction, printed documents, and drawings at standard rates.
- Postage/Federal Express
- Traveling expenses for personnel, comparable to expenses paid to FPUA employees as stated in the FPUA Finance Manual when traveling on FPUA business.
- Prior to each occurrence in which the traveling expenses exceed \$1,000, such expenses shall be approved and accepted by FPUA, in writing. Pay request shall include receipts as attachments with signature(s) of Firm's employee(s).

- Miscellaneous out-of-pocket expenses as a percentage of the engineering work approved and accepted by FPUA, in writing, based on said Specific Authorization fee.

SECTION 7

7. INSURANCE

7.1 GENERAL

Firm shall be responsible for all damage to life and property due to the negligent acts, errors, or omissions of Firm, their subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work, both temporary and permanent. Firm will not be given a Notice to Proceed until Firm has furnished an insurance certificate or certificates in a form satisfactory to FPUA, showing that Firm has complied with this Section.

7.2 INSURANCE REQUIREMENTS

7.2.1 Firm shall procure and maintain the minimum required limits of insurance for the following categories and types of insurance during the life of each Specific Authorization.

Minimum Required Limits of Insurance - see Attachment C

7.2.2 Firm shall procure and maintain insurance policies in addition to the minimum coverage and amounts for projects during the life of each Specific Authorization. The additional insurance coverage requirements shall be determined by FPUA and provided in each Specific Authorization.

7.3 NOTICE AND STATUS OF CLAIMS

Notices required under this Agreement shall be sent by certified mail through the U.S. Postal Service, or other common carrier with return receipt requested, with a copy sent by e-mail to the Designated Representative of each party. Firm shall be responsible for keeping FPUA currently advised as to the status of any claims made for damages against Firm resulting from services performed under this Contract. Firm shall send notice of claims related to work under this Contract to FPUA. Copies of the notices shall be sent to:

To FPUA:

Director of Utilities
 Fort Pierce Utilities Authority
 P.O. Box 3191
 Fort Pierce, FL 34948-3191

To Firm:

SECTION 8

8. NEGOTIATION DATA

Firm hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation provided in each Specific Authorization are accurate, complete, and current as of the date of negotiation. It is further agreed that said unit costs provided in each Specific Authorization hereof will be adjusted to exclude any significant sums where FPUA determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by FPUA, in writing, whichever is later. Records of costs incurred under terms of this Contract and each Specific Authorization shall be maintained by Firm and made available to FPUA during the period of each Specific Authorization and for one (1) year after final payment is made. Copies of these documents and records shall be furnished to FPUA, at cost.

SECTION 9

9. OWNERSHIP OF DOCUMENTS

9.1 Except as otherwise provided herein, documents, drawings, and specifications prepared by Firm as part of the services hereunder shall become the property of FPUA, provided, however, that Firm shall have the unrestricted right to their use. Firm shall retain its rights in its standard drawing details, designs, specifications, databases, computer software, and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Firm.

9.2 Firm shall not be liable for any use by FPUA of said documents or data if modified in any manner without written approval of Firm.

SECTION 10

10. WORK COMMENCEMENT/PROGRESS/DELAYS

10.1 The services to be rendered by Firm shall commence subsequent to the execution of each Specific Authorization and upon written notice from FPUA. Services will be completed and submitted to FPUA as specified in each Specific Authorization.

10.2 Firm agrees to provide a schedule for performance of the contracted services, with milestones for significant elements, within 15 days of receipt of the Notice to Proceed and, thereafter to provide monthly progress reports. FPUA will be entitled

at all times to be advised, in writing, at its request, as to the status of work being done by Firm and of the details thereof.

- 10.3** In the event there are delays on the part of FPUA or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by Firm that delay the Project schedule completion date, FPUA shall grant to Firm, in writing, an extension of the contract time for each Specific Authorization equal to the aforementioned delays. If Firm claims an extension pursuant to this provision, Firm must claim within ten days of the alleged delay, and must furnish appropriate documentation to substantiate the delay.
- 10.4** Firm shall maintain an adequate and competent staff or professional engineers, technicians, and support staff personnel and may associate with other qualified firms for the purpose of rendering services hereunder without cost to FPUA and upon approval by FPUA. Firm, however, shall not sublet, assign, or transfer any work under this Contract and related Specific Authorization(s) without the prior written consent of FPUA, which will not be unreasonably withheld.
- 10.5** All final plans and documents prepared by Firm shall bear the endorsement and seal of a person registered as a professional engineer in the State of Florida.

SECTION 11

11. STANDARD OF CONDUCT

- 11.1** Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Firm to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
- 11.2** Standard of Conduct/Conflict of Interest: Firm covenants and agrees that it and its employees shall be bound by the standards of conduct provided in section 112.313, Florida Statutes (2013, as amended from time to time), as it relates to work performed under the Contract, which standards will by reference be made a part of this Contract as though set forth in full. Firm agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with respect to the work performed.
- 11.3** FPUA reserves the right to cancel and terminate this Contract, without penalty, in the event that Firm or any employee, servant, or agent of Firm is indicted for any crime arising out of or in conjunction with any work being performed by Firm for

or on behalf of FPUA. It is understood and agreed that in the event of such termination all tracings, plans, specifications, maps and data prepared or obtained under this Contract and related Specific Authorization shall immediately be turned over to FPUA in conformity with the provisions of Section 9 hereof. Firm shall be compensated for its services rendered up to the time of any such termination in accordance with Section 6 hereof. FPUA also reserves the right to terminate and cancel this Contract in the event Firm shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

- 11.4** Firm undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. FPUA has no right to supervise the methods used, but FPUA shall have the right to observe such performance. Firm shall work closely with FPUA in performing services under this Contract.
- 11.5** Firm shall consider all information provided by FPUA and all drawings, reports, studies, design calculations, specifications, and other documents resulting from Firm's performance of the services to be proprietary unless such information is available from public sources. Firm shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of FPUA or in response to legal process.
- 11.6** The invalidity, illegality, or un-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 11.7** Neither FPUA nor Firm shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Contract, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either FPUA or Firm under this Contract.

Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this section shall not be interpreted or construed to require Firm or FPUA to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Contract.

- 11.8** Firm shall indemnify and hold harmless FPUA and its officers, agents, and employees, from any liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, from a claim made by a third-party, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Firm and persons employed or used by Firm in the performance of this Contract. Firm will pay FPUA the direct and actual damages finally awarded against FPUA in any action attributable to a claim if FPUA: (a) promptly after receiving notice of the claim notifies Firm of the claim and any action taken by FPUA on it; (b) gives Firm sole control of the claim's defense and any negotiations of its settlement; and (c) cooperates with and assists Firm as reasonably requested for the claim's defense. The forgoing notwithstanding FPUA shall have the right but not the obligation to approve of any such settlement before it becomes final, which shall not be unreasonably withheld.
- 11.9** In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.

SECTION 12

12. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 12.1** Firm shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 12.2** Firm shall procure the permits, certificates, and licenses necessary to allow Firm to perform the services. Firm shall not be responsible for procuring permits,

certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Firm.

12.3 Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Contract.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FPUA'S CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.com.

If, under this Contract, the Firm is providing services and is acting on behalf of a public agency as provided under section 119.011(2), Florida Statutes, the Firm shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Firm or keep and maintain public records required by the public agency to perform the service. If the Firm transfers all public records to the public agency upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.4 Protection of Trade Secret or Confidential Material. If the Contractor considers any information made or received in the course of performing the Contract to be a trade secret or otherwise confidential under Florida or federal law, Contractor must designate that portion of the materials by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (the Confidential Material). If FPUA receives a public records request for the Confidential Material it will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for

discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

- 12.5** Scrutinized Companies List. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (a) of any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel, or (b) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, or is engaged in business operations in Cuba or Syria. By signing below the Firm certifies and acknowledges that the company is not on any of the above referenced lists, and that FPUA may terminate this Contract for cause if the company is found to have submitted a false certification, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria in violation of Section 287.135.

SECTION 13

13. ASSIGNABILITY

Firm shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of FPUA, provided that claims for the money due or to become due to Firm from FPUA under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to FPUA.

SECTION 14

14. ATTORNEY'S FEES - [THIS SECTION INTENTIONALLY OMITTED]

SECTION 15

15. LIMITATIONS

- 15.1** Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of Section 7, Section 8, Section 9, Section 11, Section 12, Section 14, Section 15, Section 16, and Section 17 shall survive.
- 15.2** As used in this Contract, "Firm" includes Firm, Firm's sub-consultants, and their respective partners, officers, directors, shareholders and employees.
- 15.3** Except for a breach of section 11.8 of this agreement regarding indemnification, neither party may be held liable to the other for indirect, incidental, punitive, special, or consequential damages, lost profits, data, or revenues, or costs of procurement of substitute goods or services, even if the party has been advised of the possibility of such damages or losses. Firm's liability for direct damages will not exceed the amount shown for the policy limits required by the insurance requirements set forth in Attachment C hereto.

SECTION 16

16. THIRD PARTY RIGHTS

- 16.1** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Firm.
- 16.2** This Contract (including any Attachments hereto) constitutes the entire Contract between FPUA and Firm, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

SECTION 17

17. VENUE

The Contract and Specific Authorization shall be construed in accordance with the laws of the State of Florida and venue shall be in St. Lucie County.

SECTION 18

18. EXPORT COMPLIANCE

The parties agree to: (a) comply in all respects with the United States Export Administration Regulations (EAR), as amended, which provide generally that no commodities or technical data, including any hardware, software, or other technical data (or direct products thereof) provided under this Agreement, will be disclosed (including to foreign nationals in the United States), or otherwise exported or re-exported, directly or indirectly, without first obtaining all prior approvals from the U.S. Department of Commerce as required by the EAR, and to comply with all prohibitions against exports or re-exports involving restricted or prohibited persons, entities, or countries, or proliferation end uses or end users (engaged in nuclear, biological or chemical weapon, or missile development), all as explained in detail at <http://www.bis.doc.gov/>; and (b) comply in all respects with the United States Foreign Assets Control Regulations, as amended, which prohibit generally any involvement in dealings or transactions, directly or indirectly, with proscribed countries, companies, and individuals, including foreign countries embargoed by the United States, and foreign nationals and companies identified by the United States as engaged in improper activities or representing the interests of such embargoed countries, as well as other countries, entities and individuals so designated from time to time by the United States government, all as explained at <http://www.treas.gov/offices/enforcement/ofac>.

[The Next Page is the Signature Page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:



FUJITSU NETWORK COMMUNICATIONS, INC.

BY: [Signature]
Signature/Officer of Firm (Manual)

R. Fiechtner
Name (Typed or Printed)

TITLE: CFO

STATE OF: TEXAS

COUNTY OF: Collin

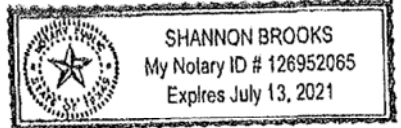
The foregoing instrument was acknowledged before me this 5th day of March, 2020, by

RICK FIECHTNER, CHIEF FINANCIAL OFFICER of Fujitsu Network Communications, Inc.
Officer of Firm Title Name of Firm
a California corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced as identification.

[Signature]

Notary Public
My commission expires: July 13, 2021



ATTEST:

Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY
BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: [Signature]
Fort Pierce Utilities Authority Attorney

ATTACHMENT A

SPECIFIC AUTHORIZATION

NO. _____

Pursuant to the provisions contained in the Continuing Contract for Professional Engineering Services dated _____ (Contract) between Fort Pierce Utilities Authority (FPUA) and _____ (Firm), this Specific Authorization authorizes Firm to provide services under the terms and conditions set forth herein and in the Contract, which is incorporated herein by reference as though set forth in full.

FPUA desires Professional Services related to _____ (short description of the Project)

Section 1 – Terms

Firm shall be defined as an individual, corporation, or contractor having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Specific Authorization with FPUA.

Section 2 - Scope of Work

Firm will provide the following services in accordance with applicable section(s) of the Contract:

Section 3 – Location

The services to be performed by Firm shall be on the following site or sites: _____
(location(s) of Project) _____.

Section 4 – Project Reference

FPUA desires Firm to perform the services that shall be referred to as the _____
(name of Project) _____.

Section 5 – Deliverables

Firm will provide the following Deliverables to FPUA:

[Insert deliverables required from Firm]

Section 6 - Time of Performance

This Specific Authorization shall commence upon written Notice to Proceed. Firm and FPUA agree to the following schedule:

[Insert schedule for Project]

Section 7 - Method and Amount of Compensation

Firm shall be paid by FPUA in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes, and in accordance with the payment method as set forth in section 6 of the Contract. The calculations shall begin using the date the invoice was received.

Total Project Cost: \$[amount] (amount of dollars and cents in words).

on the terms contained in Firm's said proposal for the doing of said work and the said award therefore and the Contract.

Pursuant to 287.055, Florida Statutes, (i) this Specific Authorization shall not be used for a construction project with an estimated construction cost exceeding \$2 million, or a study activity with a cost exceeding \$200,000; and (ii) Firm shall provide a signed copy of the Truth-In-Negotiation Certificate included in Attachment B of the Contract for any Specific Authorization with a lump-sum or cost-plus-a-fixed-fee amount that exceeds \$195,000 (the threshold amount provided in Section 287.017 for CATEGORY FOUR).

Section 8 – Responsibilities

Firm shall, under no circumstance, look to FPUA to provide any labor or equipment for Firm. Firm shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Firm. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Specific Authorization, shall be at the sole risk of Firm.

8.1 FPUA hereby designates _____ as FPUA's Designated Representative pursuant to Section 5 of the Contract.

8.2 In addition to applicable provisions of Section 3 of the Contract, FPUA will:

8.3 Firm acknowledges and understands that it is an independent contractor in its relationship with FPUA. Firm hereby designates _____ as Firm's Designated Representative pursuant to Section 1 of the Contract.

Section 9 – Insurance

Firm shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Firm and conforming to the minimum requirements set forth in the Contract. All requirements of this section shall be approved by FPUA.

FPUA is requiring Firm provide additional coverage in the amount specified below:

[List additional coverage required and policy limit]

Auto Liability: \$ _____

General Liability Aggregate: \$ _____

Professional Liability: \$ _____

Property Insurance: \$ _____

(other coverage as requested by FPUA)

Section 10 – Commencement and Contract Term

This Specific Authorization, and Firm's services thereunder, shall commence upon written Notice to Proceed and end (Final Work Requirement or Contract End date).

Section 11 – Level of Service

FPUA shall have the right to terminate said Authorization by giving Firm thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

Section 12 - Other Provisions

All applicable portions of the Contract not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

[The Next Page is the Signature Page]

(For use when Total Project Costs exceed \$50,000)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

FIRM NAME

BY: _____
Signature/Officer of Firm (Manual)

Name (Typed or Printed)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by

_____, _____, of _____
Officer of Firm Title Name of Firm
a _____ corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced _____
as identification.

Notary Public
My commission expires: _____

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

Secretary
(FPUA Seal)

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

(For use when Total Project Costs do not exceed \$50,000)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

FIRM NAME

BY: _____
Signature/Officer of Firm (Manual)

Name (Typed or Printed)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by

_____, _____, of _____
Officer of Firm Title Name of Firm
a _____ corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced _____
as identification.

Notary Public
My commission expires: _____

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Director of Utilities

DATE: _____

ATTACHMENT B

TRUTH-IN-NEGOTIATION CERTIFICATE

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over \$195,000 (the threshold amount provided in Section 287.017 for CATEGORY FOUR), Fort Pierce Utilities Authority (FPUA) requires the Firm to execute this Truth-In-Negotiation Certificate and include it with the Specific Authorization and/or submit it in the Firm's response to a public announcement for the Project if required.

The Firm hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this Project's agreement are accurate, complete, and current at the time of contracting.

The Firm further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which FPUA determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract, which for purposes of this certificate shall be deemed to be the date of final billing or acceptance of the work by FPUA, whichever occurs later.

FIRM NAME

BY: _____
Signature/Officer of Firm (Manual)

Name (Typed or Printed)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by

_____, _____, of _____
Officer of Firm Title Name of Firm
a _____ corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced _____
as identification.

Notary Public
My commission expires: _____

ATTACHMENT C

PROFESSIONAL ENGINEERING SERVICES
REQUIRED LIMITS OF INSURANCE
FOR
FORT PIERCE UTILITIES AUTHORITY
TYPE IV

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	(Each Accident)
	\$1,000,000	(Disease-Each Employee)
	\$1,000,000	(Disease-Policy Limit)

Commercial General Liability - FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Expense (any one person)	\$Nil
Damage to Rented Premises (ea. occurrence)	\$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would

be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000
-------------------------------------------------------------------------	-----------

Professional Liability - Such insurance shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Claim/Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise.

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s) or insurance broker, with copies of the actual additional insured endorsement as issued on the policies, shall be satisfactory evidence of insurance.**

With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. In the event there is a covered claim, Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Certificates of Insurance must be completed as follows:

Additional Insured:

Fort Pierce Utilities Authority and its board members, officials, officers and employees.

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Program Manager

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@FPUA.com

ATTACHMENT D

SCHEDULE OF HOURLY BILLING RATES - PROFESSIONAL ENGINEERING SERVICES (PE)

Effective _____, _____, the following rates are utilized in calculating invoices for services rendered on a time and expenses basis (use this form or attach Firm's schedule of billing rates):

Position	Hourly Rate
Senior Company Officer	N/A
Senior Project Manager	\$ 176
Project Manager	\$ 153
Client Service Manager	\$ 153
Data and Financial Analysis Manager	\$ 167
Network Operations Manager	\$ 153
Network Engineer	\$ 167
Network Design Engineer	\$ 167
Outside Plant Engineer	\$ 115
Construction Supervisor	\$ 153
Construction Foreman	\$ 135
Communication Cable/Electronics Technician	\$ 115
Communication Cable Installer	\$ 85
Communication Duct Installer	\$ 85
Laborer	\$ 65
Field Inspector	\$ 85
Supervising Registered Surveyor	\$ 110
Registered Land Surveyor	\$ 85
Survey Technician	\$ 65
Survey Crew	\$ 65
Secretary	\$ 55
Engineering (CAD/GIS) Technician	\$ 115

The above current rates are subject to change without notice.

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/11/2020

Department: 93 - FPUAnet Communications

Board Meeting Date: 03/17/2020

Item Type: Consent, Contract Agreement

Subject: Lincoln Park Network Design

Recommendation:

RFQu 20-27: Approve Specific Authorization No. FUJ-93-20-1 with Fujitsu Network Communications, Inc. of Richardson, Texas, in an amount not to exceed \$86,334 for the Lincoln Park Network Design services. This Specific Authorization shall commence upon Notice to Proceed and end upon final completion and acceptance of the work by the FPUAnet Manager, contingent on receiving the required Certificate(s) of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 11 2020 8:17AM

Director of Finance: MIKA, BARBARA A. Mar 11 2020 12:48PM

Director of Utilities: TOMPECK, JOHN K. Mar 11 2020 1:34PM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Jason M. Mittler, FPUAnet Communications Manager
DATE: March 11, 2020
SUBJECT: Lincoln Park Network Design

RECOMMENDATION:

RFQu 20-27: Approve Specific Authorization No. FUJ-93-20-1 with Fujitsu Network Communications, Inc. of Richardson, Texas, in an amount not to exceed \$86,334 for the Lincoln Park Network Design services. This Specific Authorization shall commence upon Notice to Proceed and end upon final completion and acceptance of the work by the FPUAnet Manager, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

On July 2, 2019, the FPUA Board approved the Memorandum of Understanding for the Lincoln Park smart neighborhood initiative. Through this initiative, FPUAnet will provide affordable highspeed business and residential internet access. This project will require substantial complex network upgrades. The FPUA team has spoken with our network design consultants that are part of our CCNA contract and have chosen Fujitsu Network Communications to be the most qualified for the scope of the project.

ALTERNATIVES (IF ANY):

Do not approve and select less a qualified firm or attempt to design network without consultant. These options are not recommended being this will be a very complex design that is part of the foundation of Fort Pierce becoming a Smart City.

ATTACHMENTS:

Specific Authorization FUJ-93-20-01

SPECIFIC AUTHORIZATION

NO. FUJ-93-20-01

Pursuant to the provisions contained in the "Continuing Contract for Professional Engineering Services" dated March 18, 2020 (Contract) between Fort Pierce Utilities Authority (FPUA) and Fujitsu Network Communications, Inc. (Firm), this Specific Authorization authorizes Firm to provide services under the terms and conditions set forth herein and in the Contract, which is incorporated herein by reference as though set forth in full.

FPUA desires engineering and/or design-build services related to Lincoln Park Network Design, hereinafter referred to as the "Specific Project."

Section 1 – Terms

Firm shall be defined as an individual, corporation, or contractor having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Specific Authorization with FPUA.

Section 2 - Scope of Work

Firm will provide the following services in accordance with applicable section(s) of the Contract: See Attachment A

Section 3 – Location

The services to be performed by Firm shall be on the following site or sites:
The Lincoln Park area which is bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 25th Street to the west.

Section 4 – Project Reference

FPUA desires Firm to perform the services that shall be referred to as the Lincoln Park Network Design, SA FUJ-93-20-01.

Section 5 – Deliverables

Firm will provide the following Deliverables to FPUA: See Attachment A

Section 6 - Time of Performance

This Specific Authorization shall commence upon written Notice to Proceed. Firm and FPUA agree to the following schedule: The project is anticipated to be completed within six (6) to eight (8) weeks. FPUA and Firm will mutually agree and develop a firm schedule upon
Specific Authorization for PE Services Page 1 of 4

execution of the Specific Authorization. Holiday and weather events could impact the schedule.

Section 7 - Method and Amount of Compensation

Firm shall be paid by FPUA in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes and in accordance with the payment method as set forth in section 6 of the Contract. The calculations shall begin using the date the invoice was received.

Total Project Cost: not to exceed \$86,334.00 (eighty-six thousand three hundred thirty-four dollars and no cents).

on the terms contained in Firm's said proposal for the doing of said work and the said award therefore, and the specifications herein specifically referred to and made a part of this Authorization.

Section 8 – Responsibilities

Firm shall, under no circumstance, look to FPUA to provide any labor or equipment for Firm. Firm shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Firm. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Specific Authorization, shall be at the sole risk of Firm.

- 8.1** FPUA hereby designates Jason Mittler as FPUA's Designated Representative pursuant to Section 5 of the Contract.
- 8.2** In addition to applicable provisions of Section 3 of the Contract, FPUA will provide the following deliverables: See Attachment A.
- 8.3** Firm acknowledges and understands that it is an independent contractor in its relationship with FPUA. Firm hereby designates Ryan Pettijohn as Firm's Designated Representative pursuant to Section 1 of the Contract.

Section 9 – Insurance

Firm shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Firm and conforming to the minimum requirements set forth in the Contract. All requirements of this section shall be approved by FPUA.

FPUA is requiring Firm provide additional coverage in the amount(s) specified below:

Automobile Liability: \$ N/A
Commercial General Liability: \$ N/A Project Specific
Professional Liability: \$ N/A
Property Insurance: \$ N/A

Section 10 – Commencement

Firm shall commence upon Notice to Proceed and end upon final completion and acceptance of the work by the FPUAnet Manager.

Section 11 – Level of Service

FPUA shall have the right to terminate said Authorization by giving Firm thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

Section 12 - Other Provisions

All applicable portions of the Contract not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

The Next Page is the Signature Page.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:



FUJITSU NETWORK COMMUNICATIONS, INC.

BY: [Signature]
Signature/Officer of Firm (Manual)

R. Fiechtner
Name (Typed or Printed)

TITLE: CFD

STATE OF: TEXAS

COUNTY OF: Collin

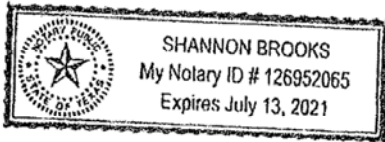
The foregoing instrument was acknowledged before me this 5th day of April, 2020, by

Rick FIECHTNER, Chief Financial Officer, of Fujitsu Network Communications, Inc.
a California corporation, on behalf of the corporation.
Officer of Firm Title Name of Firm
State

He/She is personally known to me or has produced _____
as identification.

[Signature]
Notary Public

My commission expires: July 13, 2021



ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY
BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:
BY: [Signature]
Fort Pierce Utilities Authority Attorney

ATTACHMENT A

Statement of Work

Fort Pierce Utility Authority

Engineering Design Contract Study

1. Introduction

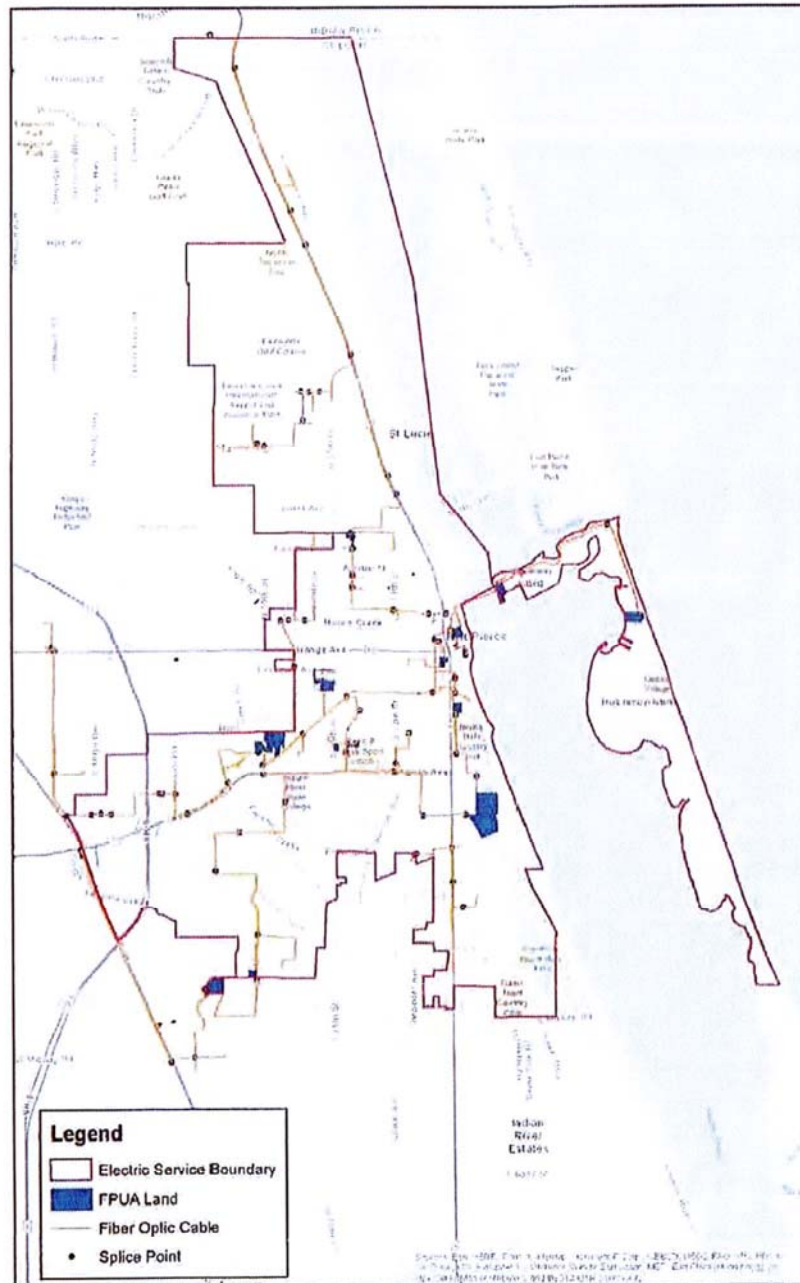
- 1.1 Customer has engaged FNC to provide planning for Fort Pierce Utility Authority ("FPUA"). This Statement of Work ("SOW") describes the professional services and deliverables that FNC will deliver to FPUA as part of the Engineering Design Contract Study ("EDC Study") for an area within Fort Pierce known as Lincoln Park. The project area is bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 25th Street to the west, as shown in orange on the map below ("Project Boundaries").



- 1.2 The EDC Study will include two (2) separate subcomponents of the High Level Network Design, the High Level Outside Plant ("OSP") Design and High Level Inside

Plant ("ISP") Design. The EDC Study project manager will be responsible for the above components.

The High Level Network Design will include an OSP evaluation of Lincoln Park and wireless overlay, and ISP evaluation of Lincoln Park and FPUA electric footprint for consideration of future expansion plans.



1.3 FNC will provide the EDC Study on the development options defined and available to FPUA in this SOW, along with recommendations on the optimal solutions to install and implement the network engineering and design plans that will permit the

implementation of the network. FNC will provide the projected costs of network build-out within the Lincoln Park boundaries.

2. Scope of Services

2.1. In the EDC Study, FNC will provide to customer an overall architecture design of the network and build out cost projection. Each of these tasks will be worked in parallel. Regular updates will be provided to stakeholders regarding the progress of the EDC Study.

2.2. The success of this SOW relies heavily upon customer key employees, partners, client partners, and advisors' involvement as part of the engagement team.

2.3. Strategy Session (Kick-Off Meeting)

2.3.1. **Service.** FNC will conduct a strategy session with FPUA to discuss best practices in broadband network planning, design, construction, funding and schedule to complete. FNC will collaborate with FPUA and identify the goals of the project and establish lines of communication. The Strategy Session will be held at an agreed location and should include primary stakeholders. This Strategy Session will include:

2.3.1.1. Set project goals, objectives, market boundaries, timelines, milestones and deliverables.

2.3.1.2. Define service area priorities, boundaries, and requirements.

2.3.1.3. Define service types offered for the service areas.

2.3.1.4. Review relevant data, including:

2.3.1.4.1. Existing fiber maps and available GIS data.

2.3.1.4.2. Inventory of the existing infrastructure.

2.3.1.4.3. Addresses within project boundaries.

2.3.1.4.4. Fiber network planning documents.

2.3.1.4.5. Relevant electronic files

2.3.1.5. Establish network architecture rules.

2.3.1.6. Enhance existing Basemap data with FPUA information.

2.3.2. **Establish Network Construction.** FNC will develop estimated construction project costs.

2.3.2.1. Design and build

2.3.2.1.1. Estimated cost to design and engineer, both the Outside Plant and Inside Plant.

2.3.2.1.2. Create a Bill of Materials.

2.3.2.1.3. Design and cost of data center servers and racks to support the service design and delivery.

2.3.2.1.4. When required, design and cost for the data center facilities power, space, and HVAC.

2.3.2.1.5. Technology equipment refresh estimates.

2.4. Market Assessment

The market assessment looks at different variables associated with broadband service in the project footprint and determines how a new broadband service infrastructure might be accepted in the open market. The ultimate goal of the market assessment is to determine the likelihood of success as well as identifying critical metrics for moving forward. Fujitsu will perform this assessment within the general boundaries of the FPUA electric footprint. Components of the market assessment that will be delivered to the Customer include:

2.4.1. Critical Competitive Technology

- 2.4.1.1. Requirements of operation
- 2.4.1.2. Partners and vendors plan
- 2.4.1.3. Flexibility and scalability of solution

2.4.2. Service Provider Evaluation

- 2.4.2.1. Financial terms
- 2.4.2.2. Sustainability requirements
- 2.4.2.3. Expected service requirements

2.4.3. Assess Area Communication Marketplace

- 2.4.3.1. Existing competitors
- 2.4.3.2. Market pricing
- 2.4.3.3. Current and expected levels

2.5. Financial and Business Models

FNC will provide preliminary financial and business models, in a collaborative manner to address Customer funding method requirements. FNC will provide Customer with both fixed up-front costs as well as ongoing costs that may be incurred related to the network. Preliminary revenue projections based on various subscription rates and penetration rates will be provided. FNC will provide the following information, including recommendations for next steps:

2.5.1. Business Model Evaluation

- 2.5.1.1. FPUA acting as the residential and business Internet Service Provider.
- 2.5.1.2. Summary of opportunities and challenges
- 2.5.1.3. Provide requirements for operation
- 2.5.1.4. Provide expectation for Partners and vendors selection
- 2.5.1.5. Flexibility, viability, and scalability of solutions
- 2.5.1.6. Provide organizational requirement for solution
- 2.5.1.7. Incorporate existing FPUA operations costs into financial projections

2.5.2. Develop Business Model

- 2.5.2.1. Organizational Structure evaluation
- 2.5.2.2. Service Delivery Model guidance
- 2.5.2.3. Partnership guidance
- 2.5.2.4. Key business/community relationships

2.5.3. Generate Financial Projections

- 2.5.3.1. Financial model for the business model to be explored:
 - 2.5.3.1.1. FPUA acting as the residential and business Internet Service Provider.
- 2.5.3.2. Provide output and analysis of revenue and cost models
- 2.5.3.3. Quantify target customer market size in collaboration with FPUA

2.5.4. Establish Network Construction and Operation Costs. FNC will develop and provide estimated construction project costs, projected revenues, and estimated operating expenses.

- 2.5.4.1. Design and build
 - 2.5.4.1.1. Estimated costs to design, engineer, and construct both the Outside Plant and Inside Plant
 - 2.5.4.1.2. Outside plant costs will include both aerial and underground construction
 - 2.5.4.1.3. Bill of Materials
 - 2.5.4.1.4. Design and cost of data center servers and racks to support the service design and delivery
 - 2.5.4.1.5. When required, design and cost for the data center facilities power, space, and HVAC
- 2.5.4.2. Network Operations and Maintenance assessment and recommendations including:
 - 2.5.4.2.1. Operating Support System
 - 2.5.4.2.2. Billing Support System
 - 2.5.4.2.3. Technology refresh estimates
 - 2.5.4.2.4. Operating Expenses estimates
 - 2.5.4.2.4.1. Network operations administration
 - 2.5.4.2.4.2. Network trouble identification and resolution
 - 2.5.4.2.4.3. Network activation and assurance
 - 2.5.4.2.4.4. Multi-vendor support and version control
 - 2.5.4.2.4.5. On-site maintenance and break/fix
- 2.5.4.3. Business Operations. Fujitsu will provide estimated costs to support a defined operations framework. These costs are over and above those

defined in the Operations and Maintenance section. Typical costs included but not limited to:

- 2.5.4.3.1. Staff plans
 - 2.5.4.3.1.1. Customer Care Support
 - 2.5.4.3.1.2. Accounting
 - 2.5.4.3.1.3. Non-network support staffing (e.g., Marketing, Sales)
- 2.5.4.3.2. Non-network equipment:
 - 2.5.4.3.2.1. Office systems
 - 2.5.4.3.2.2. Computers, printers
- 2.5.4.3.3. Software
 - 2.5.4.3.3.1. Office administration (MS Office)
 - 2.5.4.3.3.2. Accounting system(s)

2.6. High Level Network Design

The High Level Network Design includes the High Level engineering design, architecture standards, integration, including, but not limited to, concept development, planning, requirements definition and analysis, systems design, integration, and deployment strategies. Network plan, design, and architecture will be based on industry standards and specifications, including the environmental and safety standards, and will be in compliance with FNC standards and specifications.

FNC will perform the High Level network plan, design, and architecture that incorporates the following objectives:

2.6.1. Network Planning

FNC will provide a High Level design of the FTTx access network using industry standards and best practices with following minimum planning activities:

- 2.6.1.1. Gathering end network and customer requirements.
- 2.6.1.2. Gathering service requirements.
- 2.6.1.3. Define networking requirements.
- 2.6.1.4. Develop network design, engineering and integration procedures that meet requirements and objectives.
- 2.6.1.5. Discovery, analysis, and assessment of services and customer types.
- 2.6.1.6. Plan ancillary service design and requirements (e.g. IT plans for the Data Center).
- 2.6.1.7. Document design objectives and guidelines.

2.6.2. Design & Architecture

FNC will provide the analysis, standards, and decision support for the overall network architecture. This will include the following:

- 2.6.2.1. Analyze and recommend specific network elements that meet the approved design and plan criteria.
- 2.6.2.2. High Level Design and Architecture for the FTTx access.
- 2.6.2.3. Assist site selection for Data Center and Distribution Areas based on electronic engineering assumption, limitations, and planning.
- 2.6.2.4. Audit and evaluate FTTx specifications and select the FTTx technology.
- 2.6.2.5. Audit and evaluate and recommend Hardware/Software vendors based on outlined requirements.
- 2.6.2.6. Audit and evaluate WAN internet connections requirements.
- 2.6.2.7. Audit and evaluate IT requirements for the network planning.
- 2.6.2.8. Develop Service designs for GPON, Ethernet and/or WiFi services based on customer requirements.
- 2.6.2.9. Develop Capacity guidelines

2.6.3. Wireless Technology Assessment

FNC will provide a vendor assessment for relevant access networking technologies to cover selected portions within the Project Boundaries. The assessment will include:

- 2.6.3.1. An overview of transport and access technology that may be appropriate for use.
- 2.6.3.2. Evaluate and recommend technology for targeted applications.
- 2.6.3.3. Develop a budgetary Wi-Fi design making use of any customer-provided vertical infrastructure. Output will be coverage prediction produced with RF propagation software and geographical data.

2.7. High Level OSP Design.

The High Level OSP design service will include the following activities and others as necessary to meet the specific purpose of this SOW:

- 2.7.1. Create a GIS database that will contain the physical elements of the network along with known existing infrastructure for evaluating service demand points for a complete fiber to the home build including backbone network design.
 - 2.7.1.1. Basemap – this is the foundation for the design. It contains known boundaries such as city/county and FPUA existing service territory along with existing FPUA fiber infrastructure. It will contain service addresses for business and residential customers. Natural barriers will be added to the map, such as waterways and railroads, to ensure the design takes into consideration construction challenges.
- 2.7.2. Creation of FPUA service areas and audit and evaluate current and potential alternative data center location(s) to deploy fiber to the home (FTTH) will be based on the boundary of Lincoln Park.
 - 2.7.2.1. Address points and natural barriers will help provide for the creation of each service area within Lincoln Park. Each service area will use local

convergence cabinets or best-suited equipment or site for the deployment of last-mile services. Capacity requirements will be evaluated to understand cable sizing and future network growth for eventual fiber to the home deployment.

- 2.7.3. FNC will evaluate FPUA existing backbone network capacity and will provide a recommendation on the suitability of that backbone for the Lincoln Park project area and potential FTTH phases within the FPUA electric footprint.

2.8. Operations and Maintenance Plan

In the Operations & Maintenance (OM) component of the EDC, Fujitsu will analyze the on-going operations and support requirements that are necessary to maintain the advanced broadband access network. Fujitsu will provide recommendations based on the following:

- 2.8.1. **Network Monitoring and Management:** Fujitsu will provide recommendations and options for FPUA to utilize to protect against service-affecting issues. Recommendations will include:
 - 2.8.1.1. Network / Element Management Support System.
 - 2.8.1.2. Monitoring and Restoration Services
- 2.8.2. **Network Maintenance:** Fujitsu will provide a network maintenance plan that is critical to protecting the investment of broadband infrastructure. Items that will be addressed include:
 - 2.5.2.1 Periodic technology refresh
 - 2.5.2.2 Technical assistance
 - 2.5.2.3 Preventive and On-site Maintenance
 - 2.5.2.4 Hardware replacement
- 2.8.3. **Operational Support Systems:** Fujitsu methodology will be to map the operational blueprint to the business needs and to define those functions that will need to be supported. We will provide recommended solutions, preliminary costs, and a timeline for implementation. Deliverables will include:
 - 2.8.3.1. Operational Support Systems blueprint depicting required business needs.
 - 2.8.3.2. Roadmap with prioritized implementation timelines
 - 2.8.3.3. Recommended organizational structure to support business operations aspects of the network.

3. Deliverables

Based on the foregoing, FNC will deliver an EDC Study that will include the following:

3.1. Executive Summary

FNC will provide recommendations in a report that will include the items set forth in this SOW and is intended to aid the FPUA in making a decision concerning the development of the Project and estimated cost to build out the project within the Project Boundaries.

3.2. Market Assessment

The market assessment will focus on summarizing the competition in terms of competitor presence, technology, and speed tiers offered, as well as target customers based on population demographics, customer types (end consumer, property management, businesses) with additional layers of geographic detail included. In addition to providing a current state snapshot of the market, these insights will uncover broadband availability and adoption gaps that spell opportunity for a new broadband provider.

- 3.2.1. Statistical visuals will include Excel tables/charts, thematic maps, and other GIS maps sourced directly from the public domain.

3.3. Financial and Business Models

The Financial and Business Models will detail the business strategy, planning, and analysis that is crucial for budgeting, forecasting, and analysis of network build activities that can be used to evaluate the viability of the network project.

Deliverables include:

- 3.3.1. Financial pro-forma output and analysis
- 3.3.2. Qualitative information related to broadband service

3.4. High Level Network Design

The High Level Network Design will provide a high-level architectural overview of the network solution and significant design decisions to satisfy business and services requirements.

3.5. High Level ISP Design

The document will summarize the overall High Level design, product platforms, network services, and various technical components of the proposed networks which consists of:

- 3.5.1. High Level Architecture document.
- 3.5.2. Service Catalog.
- 3.5.3. Equipment vendor comparison and recommendations.
- 3.5.4. Phased strategy and plans to extend broadband services to remaining FPUA service areas – including wireless options.
- 3.5.5. High Level design of OLT & ONT locations.
- 3.5.6. Estimated bill of materials (“BOM”).

3.6. High Level OSP Design

The High Level OSP Design will provide a high-level architectural overview of the OSP solution and significant design decisions to satisfy business and services requirements. The document will summarize the overall High Level design, product platforms, network services and various technical components of the proposed networks which consists of:

- 3.6.1. Preliminary OSP Architecture document.
- 3.6.2. High-level design of fiber to the home network with existing FPUA infrastructure in an ESRI ARC GIS compatible system – will include a Basemap with the information provided by FPUA.

- 3.6.3. Network schematics or drawings showing different tiers of fiber optic cable placed within the network.

3.7. Bill of Materials

A preliminary bill of materials for the high-level design that would be required for the build of the network.

4. Customer Responsibilities

- 4.1. FPUA and their project partners will provide FNC with identified existing facilities that are expected to be connected. This will include information on required power, HVAC, and space requirements for data center/telco room build-outs.
- 4.2. FPUA identifies Jason Mittler as the primary point of contact for this EDC Study. This individual will participate in progress review meetings and will provide timely responses to questions/issues raised by FNC. FPUA's point of contact needs to convey to FNC clear objectives and timelines.
- 4.3. Relevant data to be shared, such as Commercial & Industrial (C&I) customers and Customer Anchor Institutions (CAI).

5. Acceptance

Upon completion of the deliverable defined in Section 3 above, FNC will provide a job completion notice ("JCN") for FPUA's signature. FNC will invoice for Services upon receipt of the fully executed JCN.

6. Schedule

This SOW is anticipated to be completed within six (6) to eight (8) weeks from receipt of a FPUA purchase order and a signed SOW. FPUA and FNC will mutually agree and develop a firm schedule upon FNC's receipt of the purchase order. Holiday and weather events could impact the schedule.

The technology used to collect critical field data for the Outside Plant design is heavily dependent upon weather and holiday schedules. Extensive rain and/or snow can impact the schedule. Winter conditions may affect the EDC Study timeline and completion.

7. Change Order

Changes to the SOW shall be evidenced by a written document signed by FPUA and FNC (a "Change Order"). No work relating to a change order may commence until a Change Order has been executed by both parties.

8. Cooperation with Third Parties

FNC agrees to cooperate and work with third parties designated by FPUA in good faith to the extent that is reasonable and professional in connection with this SOW. This may include other organizations engaged by FPUA that are responsible for providing for the EDC Study the appropriate information or other agents, contractors, or subcontractors as required. FNC shall notify FPUA if an act or omission of such third party will cause, or has caused, a problem or delay in providing the information and shall use commercially reasonable efforts to work cooperatively with FPUA to

prevent or circumvent such problem or delay. For delays that have not been prevented or circumvented, a Change Order will be issued and additional charges may apply.

9. Order of Precedence

In resolving conflicts or discrepancies between the Agreement documents, the following order of precedence shall be used:

- 9.1. The FPUA Continuing Contract for Professional Engineering Services
- 9.2. Specific Authorization No. FUJ-93-20-01
- 9.3. Statement of Work

10. Price

The price for the complete EDC Study is defined in the table below:

Line	Part Number	Description	Price
1	NDI-CONSULT	<ul style="list-style-type: none">• Delivery of High Level ISP design• Delivery of High Level OSP design• Delivery of Preliminary Bill of Materials• Cost for project build-out within Project Boundaries	\$86,334

D-8

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/13/2020

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 03/17/2020

Item Type: Consent Agenda

Subject: Edwards Road County Project

Recommendation:

Approve Post Budgeted Project/Budget Requests for the Edwards Road Project in the amount of \$99,100 for Electric and \$103,000 for Gas. The total project requested amount is \$202,100.

Reviewed By Attorney:

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: JAKUBCZAK, PAUL A. Mar 12 2020 3:23PM

Director of Finance: MIKA, BARBARA A. Mar 12 2020 4:05PM

Director of Utilities: TOMPECK, JOHN K. Mar 12 2020 8:06PM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Paul A. Jakubczak, P.E., Director of Electric & Gas Systems
FROM: Joseph L. Lammers, P.E., Supervising Engineer
DATE: March 13, 2020
SUBJECT: Edwards Road County Project

RECOMMENDATION:

Approve Post Budgeted Project/Budget Requests for the Edwards Road Project in the amount of \$99,100 for Electric and \$103,000 for Gas. The total project requested amount is \$202,100.

SUMMARY/SUPPORTING INFORMATION

St. Lucie County, in conjunction with FDOT, intends to make roadway and drainage improvements to Edwards Road between Oleander Avenue and US 1. The project will require the placement of 2,000 feet of 6" electric conduit, 4,000 feet of underground feeder cable and two feeder hand holes. The estimated cost for electric is \$99,100 and is entirely rate funded. The funds are available and currently budgeted in projects 512, 538 and 576. The project will also require the installation of 1,600 feet of 2" PE gas line and the abandonment of the existing 4" steel gas line. The estimated cost for gas is \$103,000 and will be entirely rate funded. The funds are budgeted and available in project 714. We will complete this work using in-house crews and our unit price contractors.

ALTERNATIVES (IF ANY):

The Board can choose not to approve the recommended design and request a less expensive and less reliable option. Leaving existing facilities in place is not an option because the right-of-way owner is requiring we relocate them.

ATTACHMENTS:

Electric Post Budgeted Project/Budget Request
Gas Post Budgeted Project/Budget Request



Post Budgeted Project/Budget Request

Date	03-05-2020
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Requesting Department: Dept. No.: 56 - ELECTRIC & GAS ENGINEERING

Select Type: CAPITAL Developer/Customer Funded: NO

Project Title: EDWARDS ROAD COUNTY PROJECT

Project Location: EDWARDS ROAD - OLEANDER BLVD/AVE TO S. US 1

Project Start Date: 06-01-2020 Estimated Completion Date: 12-31-2020

[1]. Description of Proposed Capital Project
 RELOCATE THE EXISTING UNDERGROUND FEEDER LINE - 2,000FT OF 6" CONDUIT AND 4,000FT OF CABLE IS REQUIRED. IN-KIND SERVICE FUNDS - \$0.00

[2]. Justification
 DUE TO DRAINAGE CONFLICTS. FPUA WILL NEED TO RELOCATE THE EXISTING ELECTRIC FEEDER LINE FOR CONTINUE SYSTEM RELIABILITY.

[3]. Source of Funds Requested

Project No.	Description	Funding Source	Amount
536620512	GOVT & OTHER REQUIRED RATES	RATES	\$60,000
536620538	PURSUIT BOATS	RATES	\$27,000
536620576	HARBOR BRANCH RELIABILITY IMPR	RATES	\$12,100

[4]. Estimated Project Cost

No.		Contract Description	For Approval Current FY	For Information Only				
				FY No. 2	FY No. 3	FY No. 4	FY No. 5	Total 5 Years
5366	5360	UNDERGROUND CONDUIT - DISTRIB.	99,100					\$99,100
5366	5360	LAND & RIGHTS - DISTRIBUTION						
5366	5364	POLES & FIXTURES - DISTRIB.						
5366	5365	OVERHEAD LINES - DISTRIBUTION						
5366	5367	UNDERGROUND LINES - DISTRIB.						
[5]. Total			\$99,100					\$99,100

FINANCE USE ONLY

Project No. Assigned: _____

APPROVALS

Estimated By	@escnetlaguerre (3/6/2020)
Department Head	@escnetlammers (3/6/2020)
System Director	
Director of Utilities	
Director of Finance	
Utility Plant Accountant	



Post Budgeted Project/Budget Request

Date	03-05-2020
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Requesting Department: Dept. No.: 56 - ELECTRIC & GAS ENGINEERING

Select Type: CAPITAL Developer/Customer Funded: NO

Project Title: EDWARDS RD. GAS RELOCATION

Project Location: EDWARDS ROAD - OLEANDER BLVD TO S. US 1

Project Start Date: 06-01-2020 Estimated Completion Date: 12-31-2020

[1]. Description of Proposed Capital Project
RELOCATE THE EXISTING 4" STEEL GAS MAIN. WILL ENCOMPASS THE PLACEMENT OF 1,600FT OF 2" PE GAS LINE. IN-KIND SERVICE FUNDS - \$0.0

[2]. Justification
FPUA WILL NEED TO RELOCATE THE EXISTING GAS MAIN DUE TO DRAINAGE CONFLICTS.

[3]. Source of Funds Requested

Project No.	Description	Funding Source	Amount
737620714	GAS SYSTEM EXPANSION	RATES	\$103,000

[4]. Estimated Project Cost

For Approval		For Information Only					
No.	Contract Description	Current FY	FY No. 2	FY No. 3	FY No. 4	FY No. 5	Total 5 Years
7376	MAINS	103,000					\$103,000
[5]. Total		\$103,000					\$103,000

FINANCE USE ONLY

Project No. Assigned: _____

APPROVALS

Estimated By	
Department Head	
System Director	
Director of Utilities	
Director of Finance	
Utility Plant Accountant	



JAMES E. HATFIELD

"I want to be the best landlord you have ever had"

Thank you to Jennifer Krip from FPUA System Operations and Kevin Parrish from T&D

FPUA,

I just wanted to reach out and say thank you. on 20Feb20 I had an issue at 1604B Jersey Ave. A work order was placed around 11 am that day, and it was discovered that a lug was bad. It was replaced the same day and the power problem was resolved.

Thank you for all that you do!

From,

Hali Sims + James Hatfield



BOARD SUBMISSION FORM

Fort Pierce Utilities Authority
“Committed to Quality”
206 South Sixth Street (34950)
PO Box 3191 | Fort Pierce, FL 34948-3191
Phone: 772.466.1600

Department: 51 – Electric & Gas Systems

Board Meeting Date: March 17, 2020

Item: X Regular Agenda Consent Agenda

Subject: 2020 State and Federal Legislative Updates

Recommendation:

For information only.

Reviewed by Attorney: Yes No

Funds Available From: X No Funds Needed Budgeted

Approvals:

System Director: 

Director of Financial Services: N/A

Director of Utilities: 

Fort Pierce Utilities Authority



Memorandum

To:	John Tompeck, P.E., Director of Utilities
From:	Paul Jakubczak, P.E., Director of Electric and Gas Systems
Date:	March 5, 2020
Subject:	2020 State and Federal Legislative Updates

RECOMMENDATION:

For Information Only.

SUMMARY/SUPPORTING INFORMATION:

FPUA prides itself in maintaining open communication with our Local, State and Federally-elected officials. In February, FMEA and APPA held their annual Legislative and Resolutions Conferences in Tallahassee and Washington, DC. Here individual members were afforded opportunities to visit with and discuss local and national issues related to their Cities and Towns with their Senators and Representatives.

In Tallahassee, FPUA was able to discuss local issues and Statewide legislation with Representative Hogan-Johnson. The following is a list of the items discussed.

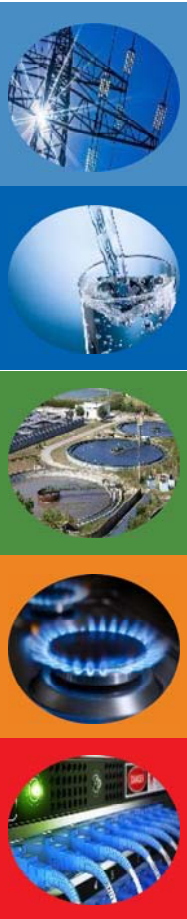
- Municipal Transfers
- Medically Essential Customers
- License plates
- Acquisitions
- EV Infrastructure
- CCNA limit changes

In Washington DC, FPUA was afforded the opportunity to talk with staff members from Senator Rubio's and Senator Scott's offices. We also met with and discussed national and local issue with Representative Mast. The following is a list of the items discussed.

- FEMA Reimbursement
- FCC 6GHz and Pole Attachments
- Advanced Refunding of Municipal Bonds

ATTACHMENTS:

PowerPoint Presentation



2020 State and Federal Legislative Updates



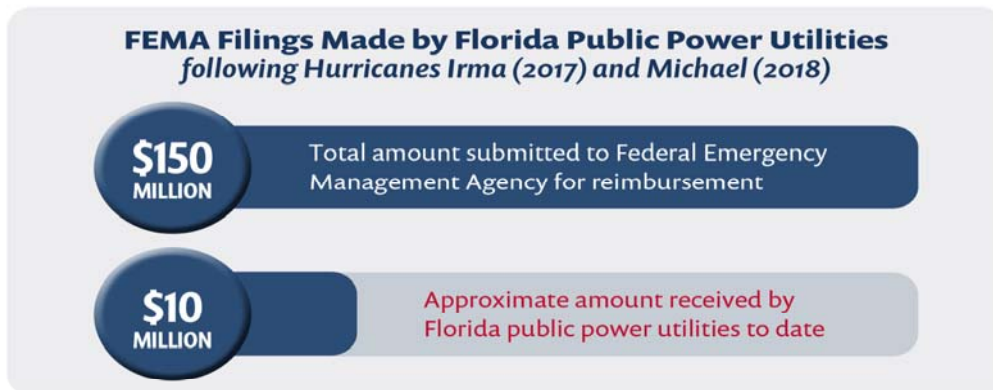
State Legislative Update

- HB 653 Municipal Electric Utility Transfers **Oppose**
- HB 773 Medically Essential Customers **Watch**
- SB 412 “Thank a Lineman” license plate **Support**
- HB 207 Acquisition of Water and Wastewater Systems **Oppose**
- HB 943 Electric Vehicle Infrastructure **Watch**
- HB 441 CCNA limit changes **Watch**



Florida Federal Legislative Update

- **Improve Reimbursement Process for Storm Restoration**
 - FEMA Reimbursement time tables



- HR 2548 Push for Hazard Mitigation before a Storm - Grants



Florida Federal Legislative Update

- **FCC and the 6 GHz Spectrum**
 - Open up and Auction off Pieces
 - Public Safety
 - System Communications

Florida Federal Legislative Update

- **FCC Ruling on Pole Attachments and 5G**
 - Safety
 - Aesthetics





Florida Federal Legislative Update

- **Tax Exempt Financing of Municipal Bonds**
 - 2019 Congress voted to keep Tax Exempt Financing
 - New Provision Eliminates Advanced Refunding
 - Urged Congressional members to allow for this ability
 - HR 2772 – Reinstate Advance Refunding
 - HR 2704 – Develop Comparable incentives, such as transferable tax credits



Questions



BOARD SUBMISSION FORM

Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
PO Box 3191 | Fort Pierce, FL 34948-3191
Phone: 772.466.1600

Department: 21 - Finance

Board Meeting Date: 3/17/2020

Item: X Regular Agenda Consent Agenda

Subject: Status report on Electric Power Cost Adjustment (PCA) for February 2020

Recommendation:

For Information Only.

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Gal M. Tomp

Memorandum

To: John K. Tompeck, P.E., Director of Utilities

From: Barbara A. Mika, CGFO, Director of Financial Services

Date: March 12, 2020

Subject: **Status report on Electric Power Cost Adjustment (PCA) for February 2020**

RECOMMENDATION:

For information only

SUMMARY/SUPPORTING INFORMATION:

Since the current and future cost of purchased power is always changing, this item is being brought to the Board to inform them of February's preliminary results and projections of FPUA's power costs through February 28, 2021. The PCA is a direct recovery of power costs paid. FPUA does not make a profit through this adjustment. Any over or under-recovery is recorded as a liability to or a receivable from the customer.

No change in the Power Cost Adjustment (PCA) is recommended at this time, which would leave it at -\$11 per 1,000kWh, effective February 1, 2020, as approved by the Board on January 21, 2020. This recommendation is based on the projections of FPUA's power costs for FY 2020 and FY 2021, prepared by Raftelis Financial Consultants (Raftelis), which in turn are based on projections prepared by Florida Municipal Power Agency (FMPA).

Attached is a table of the amount of power cost paid to FMPA and recovered from FPUA's customers each month for the past 24 months. The cost of power purchased from FMPA for the month of February was billed to FPUA at the rate of \$71.17 for 1,000kWh, a decrease of \$3.78 as compared to January. The under-recovery from the customer for the month of February totaled \$224,412. The cumulative over-recovery was \$4,554,974 of February 29, 2020.

Also attached is a table of FMPA All-Requirements all-in rate projections vs. actual billings. Projections for the month of February 2020 over the prior 11 months at the 50% confidence level were an average of 6.7% more than the actual rate billed.

Since January's forecast, FMPA's estimate of the price of purchased power for the upcoming 12 months increased 0.8%. Due to the cumulative over-recovery from FPUA's customers, no change to the Power Cost Adjustment (PCA) is recommended at this time.

Due to the fluctuations in the cost of purchased power, staff will continue to monitor and present to the Board actual and projected costs and sales levels and recommend changes only when necessary.

ALTERNATIVES (IF ANY):

Approve a change to the PCA.

ATTACHMENTS:

Table of Power Costs Paid and Recovered

Chart of Power Costs Charged and Paid for 1,000kWh

Chart of Power Cost Adjustment (PCA) for 1,000kWh

Table of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor

Chart of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor

Chart of Projected Power Cost Adjustment Over (Under) Collection

Projected PCA Management Strategy

Power Cost Projections through February 28, 2021, prepared by Raftelis

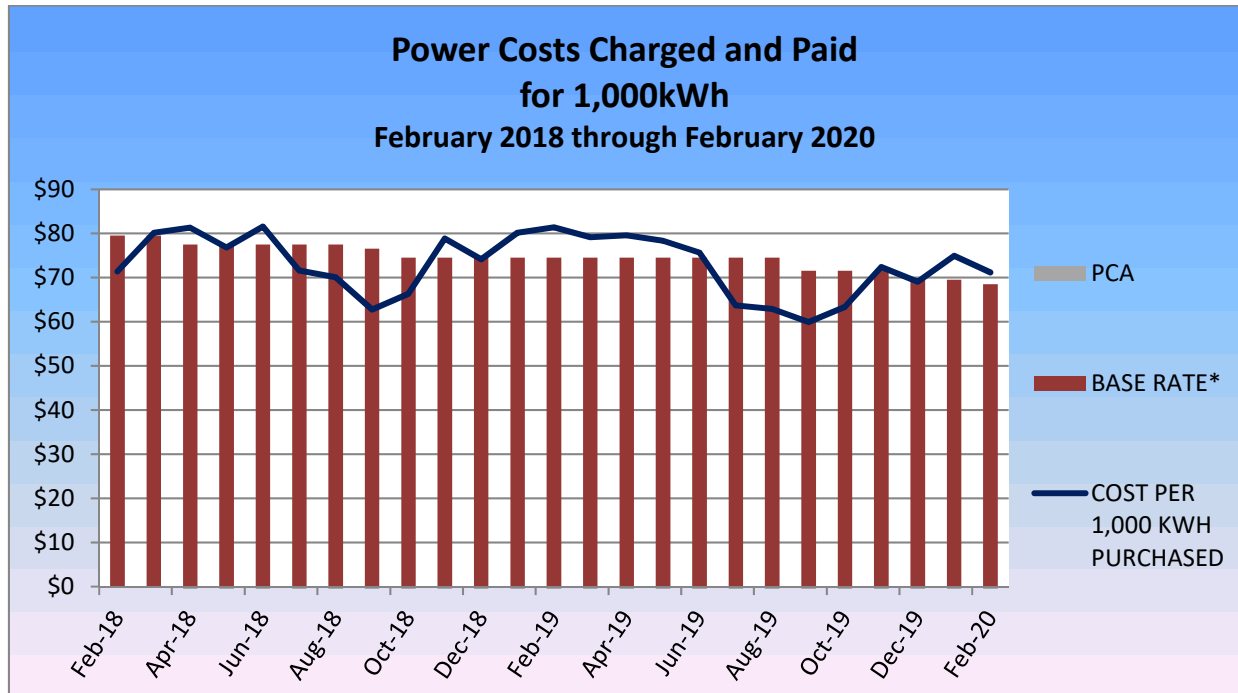
Fort Pierce Utilities Authority
Power Costs Paid and Recovered
24 Months Ended February 29, 2020

	PCA PER 1,000 KWH	POWER COST PAID PER MONTH	CUSTOMER RECOVERY PER MONTH*	MONTHLY OVER (SHORT)	CUMULATIVE OVER (SHORT)
February 2018					\$4,975,479
March 2018	\$0.00	\$3,219,971	\$3,105,677	(\$114,294)	\$4,861,185
April 2018	-\$2.00	\$3,542,142	\$3,147,626	(\$394,516)	\$4,466,669
May 2018	-\$2.00	\$3,631,232	\$3,252,325	(\$378,907)	\$4,087,763
June 2018	-\$2.00	\$4,296,458	\$3,765,094	(\$531,364)	\$3,556,399
July 2018	-\$2.00	\$4,137,325	\$4,093,123	(\$44,203)	\$3,512,196
August 2018	-\$2.00	\$4,101,157	\$4,052,770	(\$48,388)	\$3,463,808
September 2018	-\$3.00	\$3,539,868	\$4,367,113	\$827,245	\$4,291,053
October 2018	-\$5.00	\$3,553,086	\$4,369,753	\$816,667	\$5,107,721
November 2018	-\$5.00	\$3,413,688	\$3,338,075	(\$75,613)	\$5,032,108
December 2018	-\$5.00	\$2,985,302	\$3,161,136	\$175,834	\$5,207,941
January 2019	-\$5.00	\$3,246,913	\$2,891,481	(\$355,432)	\$4,852,510
February 2019	-\$5.00	\$3,118,833	\$2,761,480	(\$357,353)	\$4,495,157
March 2019	-\$5.00	\$3,265,282	\$3,029,982	(\$235,299)	\$4,259,857
April 2019	-\$5.00	\$3,595,800	\$2,844,341	(\$751,459)	\$3,508,398
May 2019	-\$5.00	\$4,111,730	\$3,341,203	(\$770,527)	\$2,737,871
June 2019	-\$5.00	\$4,146,787	\$4,174,969	\$28,181	\$2,766,053
July 2019	-\$5.00	\$3,686,034	\$4,397,768	\$711,734	\$3,477,787
August 2019	-\$5.00	\$3,570,491	\$3,676,062	\$105,571	\$3,583,358
September 2019	-\$8.00	\$3,229,587	\$4,267,731	\$1,038,144	\$4,621,502
October 2019	-\$8.00	\$3,409,064	\$3,556,885	\$147,821	\$4,769,323
November 2019	-\$8.00	\$2,968,411	\$3,402,312	\$433,901	\$5,203,224
December 2019	-\$10.00	\$2,760,377	\$2,736,092	(\$24,284)	\$5,178,940
January 2020	-\$10.00	\$3,062,587	\$2,663,034	(\$399,553)	\$4,779,387
** February 2020	-\$11.00	\$2,831,236	\$2,606,824	(\$224,412)	\$4,554,974

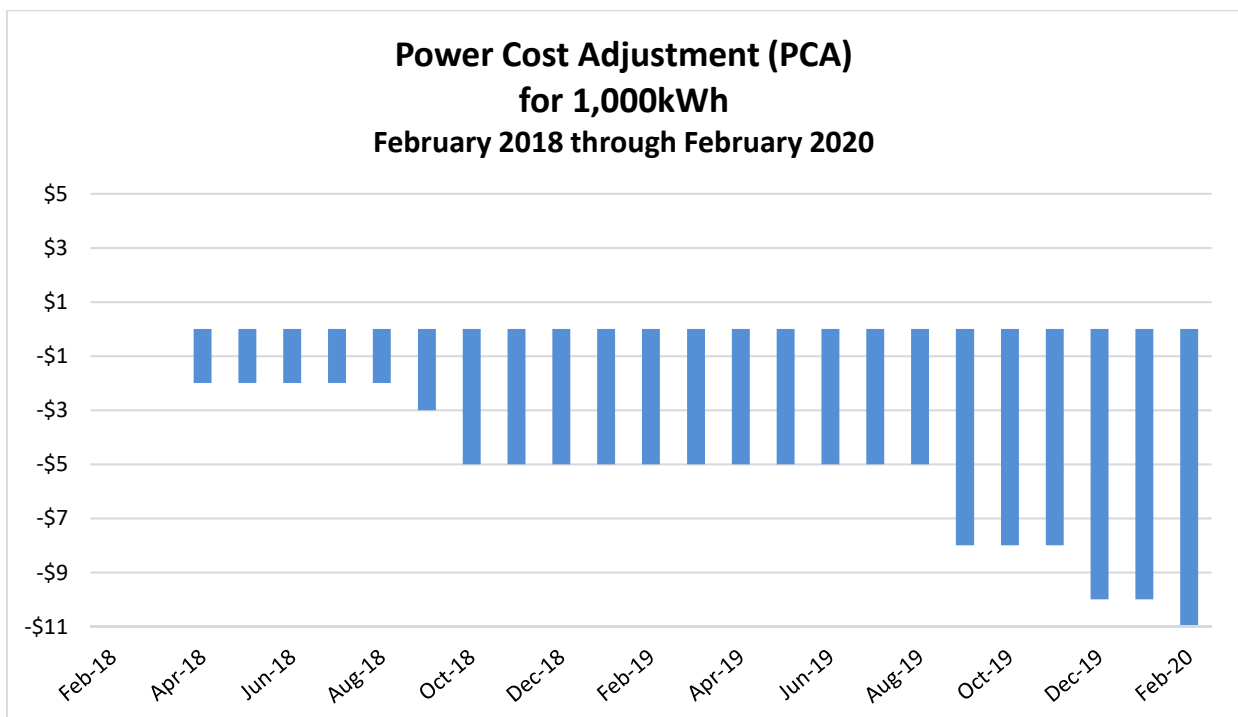
* The customer recovery per month includes \$79.522 per 1,000 kWh included in the base rate plus or minus the power cost adjustment (PCA).

** Preliminary

Presented below is a chart of FPUA’s power cost recovery as compared to the amount FMPA has charged FPUA to purchase power for the past 25 months. Please note how volatile FMPA’s costs have been. The cost of power purchased from FMPA for the month of January was billed to FPUA at the rate of \$71.17 for 1,000kWh, a decrease of \$3.78 as compared to January. FPUA recovered \$68.52 for the same time period.



* The base rate is reduced by the negative PCA, if applicable.



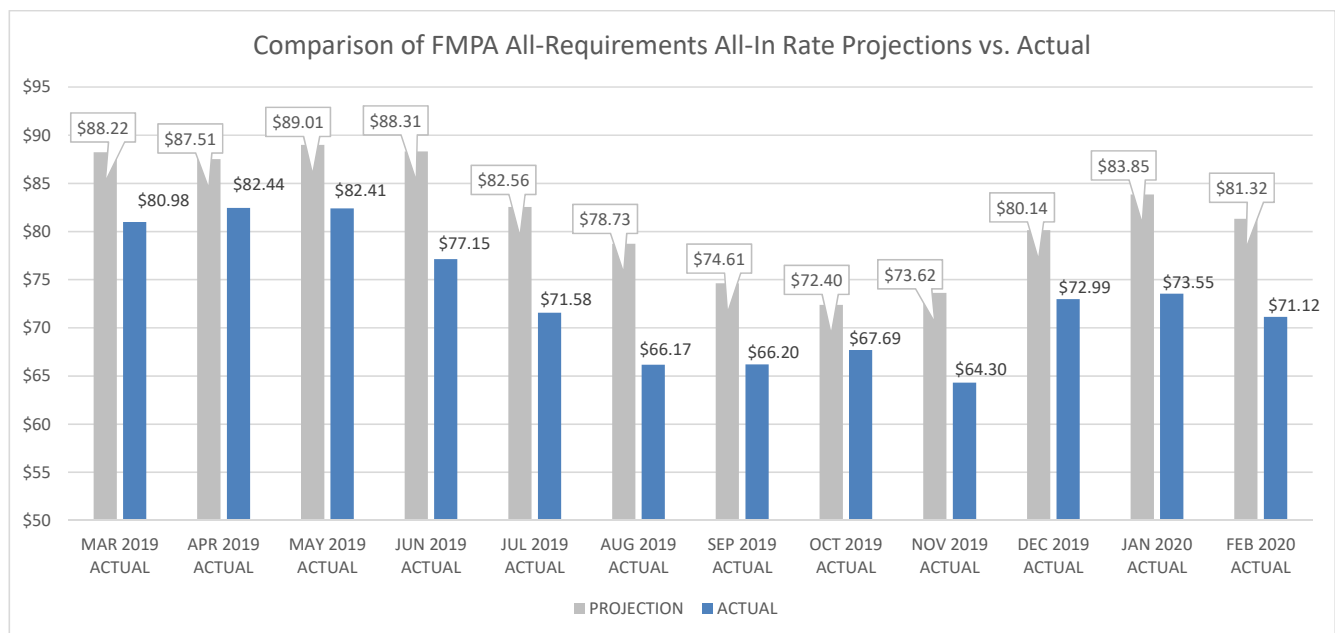
FMPA ALL-REQUIREMENTS ALL-IN RATE PROJECTIONS VS. ACTUAL - 60% LOAD FACTOR

The tables below display the accuracy level of FMPA's rate projections over time compared to the actual results in the column at the right.
The variances, below or (above) projections, are shown at the bottom of the page.

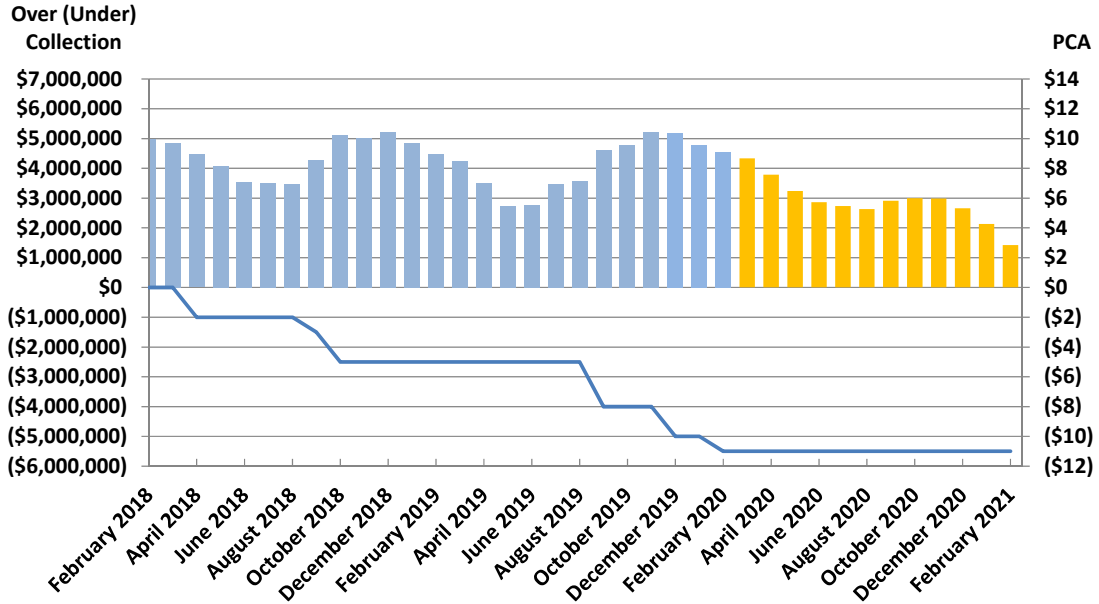
	PROJECTIONS												ACTUAL	
	DATE PROJECTED													
	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020		
BILLING MONTH	MAR 2019	\$ 80.98												\$ 80.98
	APR 2019	\$ 83.10	\$ 82.44											\$ 82.44
	MAY 2019	\$ 83.92	\$ 82.85	\$ 82.41										\$ 82.41
	JUN 2019	\$ 83.72	\$ 81.93	\$ 79.54	\$ 77.13									\$ 77.15
	JUL 2019	\$ 82.76	\$ 80.99	\$ 77.67	\$ 75.39	\$ 71.58								\$ 71.58
	AUG 2019	\$ 80.08	\$ 78.29	\$ 75.19	\$ 73.51	\$ 68.22	\$ 66.17							\$ 66.17
	SEP 2019	\$ 75.55	\$ 73.94	\$ 71.28	\$ 69.83	\$ 65.33	\$ 71.47	\$ 66.20						\$ 66.20
	OCT 2019	\$ 73.09	\$ 71.44	\$ 69.28	\$ 68.16	\$ 64.62	\$ 64.89	\$ 62.54	\$ 67.69					\$ 67.69
	NOV 2019	\$ 74.03	\$ 72.78	\$ 70.97	\$ 69.57	\$ 67.18	\$ 67.33	\$ 65.85	\$ 68.69	\$ 64.30				\$ 64.30
	DEC 2019	\$ 80.17	\$ 78.63	\$ 77.20	\$ 72.99	\$ 73.14	\$ 73.69	\$ 72.53	\$ 74.23	\$ 66.79	\$ 72.99			\$ 72.99
	JAN 2020	\$ 82.80	\$ 81.10	\$ 80.15	\$ 74.10	\$ 76.11	\$ 76.12	\$ 75.27	\$ 76.81	\$ 70.78	\$ 74.80	\$ 73.55		\$ 73.55
FEB 2020	\$ 81.32	\$ 79.61	\$ 79.26	\$ 74.15	\$ 75.57	\$ 75.28	\$ 74.67	\$ 76.17	\$ 71.12	\$ 73.07	\$ 74.20	\$ 71.12	\$ 71.12	

	ACTUAL RATE UNDER (OVER) PROJECTION												
	DATE PROJECTED												
	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	
BILLING MONTH	MAR 2019	\$ -											
	APR 2019	\$ 0.66	\$ -										
	MAY 2019	\$ 1.51	\$ 0.44	\$ -									
	JUN 2019	\$ 6.57	\$ 4.78	\$ 2.39	\$ (0.02)								
	JUL 2019	\$ 11.18	\$ 9.41	\$ 6.09	\$ 3.81	\$ -							
	AUG 2019	\$ 13.91	\$ 12.12	\$ 9.02	\$ 7.34	\$ 2.05	\$ -						
	SEP 2019	\$ 9.35	\$ 7.74	\$ 5.08	\$ 3.63	\$ (0.87)	\$ 5.27	\$ -					
	OCT 2019	\$ 5.40	\$ 3.75	\$ 1.59	\$ 0.47	\$ (3.07)	\$ (2.80)	\$ (5.15)	\$ -				
	NOV 2019	\$ 9.73	\$ 8.48	\$ 6.67	\$ 5.27	\$ 2.88	\$ 3.03	\$ 1.55	\$ 4.39	\$ -			
	DEC 2019	\$ 7.18	\$ 5.64	\$ 4.21	\$ -	\$ 0.15	\$ 0.70	\$ (0.46)	\$ 1.24	\$ (6.20)	\$ -		
	JAN 2020	\$ 9.25	\$ 7.55	\$ 6.60	\$ 0.55	\$ 2.56	\$ 2.57	\$ 1.72	\$ 3.26	\$ (2.77)	\$ 1.25	\$ -	
FEB 2020	\$ 10.20	\$ 8.49	\$ 8.14	\$ 3.03	\$ 4.45	\$ 4.16	\$ 3.55	\$ 5.05	\$ -	\$ 1.95	\$ 3.08	\$ -	

Presented below is a comparison of FMPA All-Requirements Projections vs. Actual, as previously presented to the FPUA Board monthly, but in a different format. The rate projections displayed below were prepared 11 months prior. For example, in July 2018, the June 2019 rates were projected to be \$88.31; actual rates were \$77.15. The projected rates were provided by FMPA for members with a 60% load factor, based on 50% confidence. Because FPUA’s load factor varies, the actual rates presented below are at a 60% load factor, and are not the rates actually paid by FPUA each month. Please note that the projections presented below, on average, are 12% higher than the actuals.

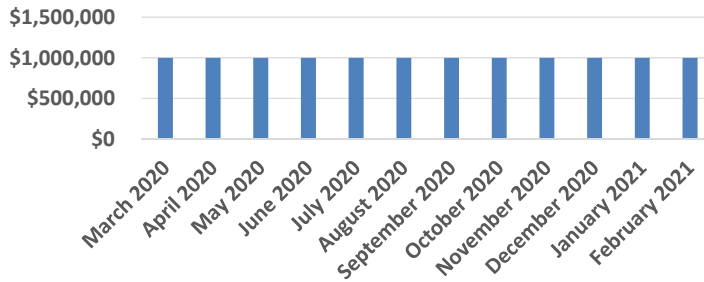


Power Cost Adjustment and Over (Under) Recovery

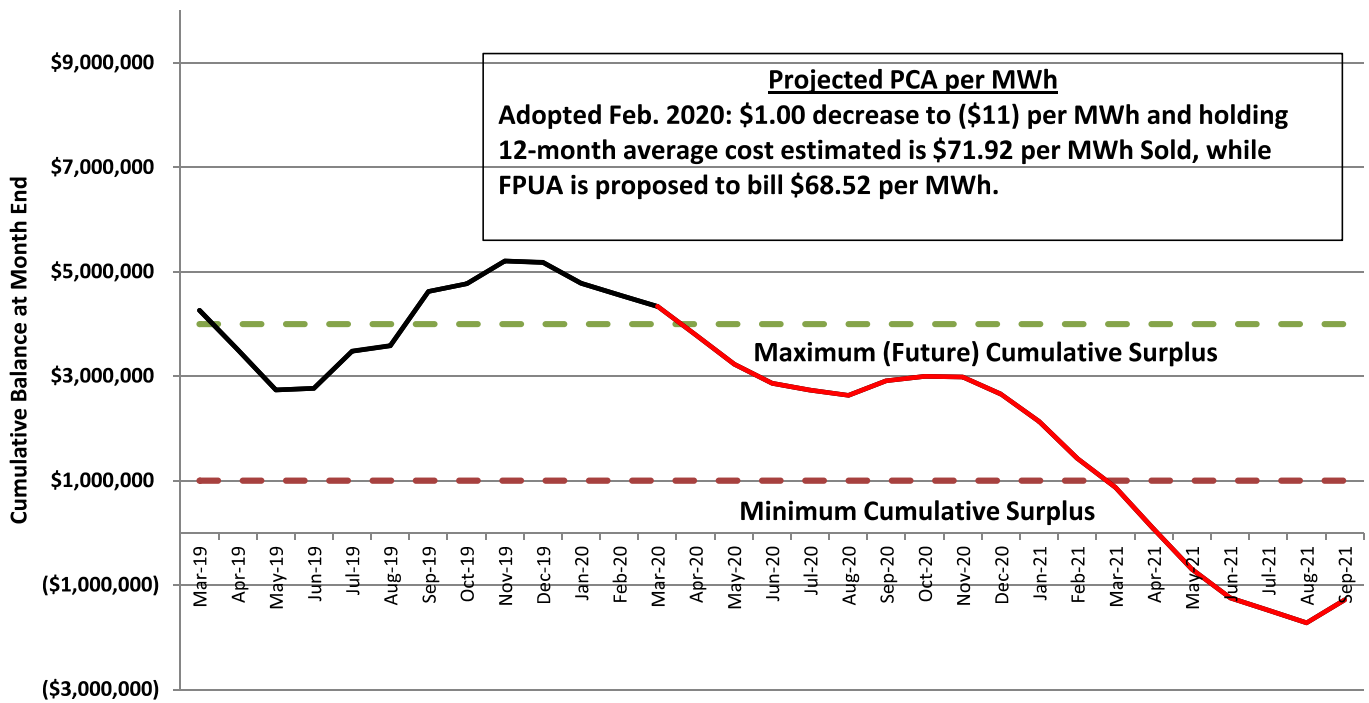


ACTUAL AMOUNTS	PROJECTIONS at 50% CONFIDENCE LEVEL
----------------	-------------------------------------

Rate Stabilization Fund available



**February 2020
Scenario 1 - No Change
Projected PCA Management Strategy [*]**



[*] Actual costs through February 2020. Projected costs provided by FMPA.

TABLE 1
FPUA - ELECTRIC PCA ANALYSIS
FOR THE 12-MONTH PERIOD ENDING FEBRUARY 28, 2021

	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	TOTAL
BEG BAL PER GL 05-2-000-25315-0000 DR (CR)	(\$4,554,974.36)	(\$4,334,734.32)	(\$3,789,976.81)	(\$3,234,410.10)	(\$2,863,289.81)	(\$2,731,903.07)	(\$2,634,222.98)	(\$2,910,812.10)	(\$2,995,986.41)	(\$2,983,354.26)	(\$2,656,335.94)	(\$2,132,358.80)	(\$4,554,974.36)
COSTS OF PURCHASED POWER: [2]													
TOTAL COSTS	\$2,977,617	\$3,276,463	\$3,572,488	\$3,883,539	\$3,891,101	\$3,849,899	\$3,568,438	\$3,421,454	\$2,966,034	\$3,070,569	\$3,402,440	\$3,278,882	\$41,158,925
PLUS LOAD RETENTION CREDITS	10,472	10,464	12,219	13,240	14,225	14,475	13,189	11,867	9,528	9,637	9,755	8,887	137,959
NET METERING	0	0	0	0	0	0	0	0	0	0	0	0	0
AMOUNT ALLOCABLE	\$2,988,090	\$3,286,927	\$3,584,708	\$3,896,779	\$3,905,326	\$3,864,373	\$3,581,627	\$3,433,321	\$2,975,562	\$3,080,206	\$3,412,196	\$3,287,769	\$41,296,884
TOTAL PROJECTED PURCHASES (KWH) [3]	42,142,915	44,503,540	50,674,551	53,756,953	57,359,469	58,191,339	53,585,947	49,499,952	41,381,689	42,066,258	42,460,409	38,603,782	574,226,804
AVE COST PER KWH PURCHASED	0.070904	0.073858	0.070740	0.072489	0.069085	0.066408	0.066839	0.069360	0.071905	0.073223	0.080362	0.085167	0.071917
AVE COST PER KWH PURCHASED CUMULATIVE		0.072421	0.071801	0.071994	0.071092	0.070203	0.069702	0.069661	0.069867	0.070153	0.070962	0.071917	0.071917
TOTAL PROJECTED SALES (KWH) [3]	40,393,590	40,018,824	44,206,842	51,452,941	55,076,315	54,970,569	56,306,236	51,348,406	43,240,564	40,179,623	42,150,235	37,655,855	557,000,000
AVE COST PER KWH SOLD	0.073974	0.082135	0.081089	0.075735	0.070908	0.070299	0.063610	0.066863	0.068814	0.076661	0.080953	0.087311	0.074142
AVE COST PER KWH SOLD CUMULATIVE		0.078035	0.079119	0.078130	0.076409	0.075235	0.073324	0.072481	0.072118	0.072501	0.073187	0.074142	0.074142
BASE POWER COST	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522
BASE RECOVERY	\$3,212,179.03	\$3,182,376.92	\$3,515,416.46	\$4,091,640.79	\$4,379,778.75	\$4,371,369.61	\$4,477,584.51	\$4,083,327.95	\$3,438,576.13	\$3,195,163.95	\$3,351,871.01	\$2,994,468.89	\$44,293,754.00
ADOPTED / PROJECTED PCA FACTOR	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)
PCA RECOVERY	(\$444,329.48)	(\$440,207.06)	(\$486,275.26)	(\$565,982.35)	(\$605,839.47)	(\$604,676.26)	(\$619,368.60)	(\$564,832.47)	(\$475,646.20)	(\$441,975.85)	(\$463,652.59)	(\$414,214.40)	(\$6,126,999.99)
TOTAL EST POWER COST RECOVERED FROM SALES	\$2,767,849.55	\$2,742,169.86	\$3,029,141.20	\$3,525,658.44	\$3,773,939.28	\$3,766,693.35	\$3,858,215.91	\$3,518,495.48	\$2,962,929.93	\$2,753,188.10	\$2,888,218.42	\$2,580,254.49	\$38,166,754.01
PCA ADJUSTMENT UNDER (OVER) RECOVERY - PER MONTH	\$220,240.04	\$544,757.51	\$555,566.71	\$371,120.29	\$131,386.73	\$97,680.10	(\$276,589.13)	(\$85,174.31)	\$12,632.15	\$327,018.31	\$523,977.15	\$707,514.44	\$3,130,130.01
OTHER ADJUSTMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0
ENDING BAL DR (CR)	(\$4,334,734.32)	(\$3,789,976.81)	(\$3,234,410.10)	(\$2,863,289.81)	(\$2,731,903.07)	(\$2,634,222.98)	(\$2,910,812.10)	(\$2,995,986.41)	(\$2,983,354.26)	(\$2,656,335.94)	(\$2,132,358.80)	(\$1,424,844.36)	(\$1,424,844.36)

NOTES:
 [1] Beginning PCA Balance based on actual results as of February 29, 2020.
 [2] Projected costs based on updated information provided by FMPA as of February 29, 2020.
 [3] Projected purchases and sales of energy based on actual, historical results. Purchases reflect the amount of demand in each month shown, while sales amounts in each month are based upon when the customer bills were rendered. On average, total sales for the 12-months are estimated to be approximately 97% of total purchases, which would result in an average line loss of 3%.

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772-466-1600



BOARD SUBMISSION FORM

Department: 21 - Finance

Board Meeting Date: 03/17/2020

Item: X Regular Agenda Consent Agenda

Subject: September 2019 Quarterly Financial Operating Results

Recommendation:

For information only.

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Gal M. Tomp



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.



FORT PIERCE UTILITIES AUTHORITY

Fort Pierce, Florida



SEPTEMBER 2019
QUARTERLY FINANCIAL OPERATING RESULTS

Fort Pierce Utilities Authority



Memorandum

To:	John K. Tompeck, P.E., Director of Utilities
From:	Nina B. Penick, CPA, Director of Financial Services
Date:	March 11, 2020
Subject:	September 2019 Quarterly Financial Operating Results

RECOMMENDATION:

For information only.

SUMMARY/SUPPORTING INFORMATION:

Financial Summary - Page 4

During the twelve months ending September 30, 2019, FPUA had operating income (operating revenues less operating expenses) of \$6,900,000, which represents a decrease of \$3,030,000 from the \$9,930,000 reported for the previous year. FPUA's year-to-date combined operating revenues increased \$1,185,000 in Fiscal Year (FY) 2019 as compared to the previous year due to increases in residential and general service sales. Year-to-date combined operating expenses decreased \$4,215,000 as compared to FY 2018. Capital Contributions, not including capacity reductions, increased \$736,000 as compared to FY 2018.

During this quarter, the Manatee Observation and Education Center (MOEC) logged 6,687 visitors, sighted 52 manatees, and volunteers contributed 2,620 hours (valued at \$23,580). The value of the volunteer assistance is not reflected in these financial statements.

Statement of Net Position - Pages 5-6

FPUA's financial condition is illustrated in the figures below (in thousands):

	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>Increase/ (Decrease)</u>
Utility Plant in Service	\$ 457,592	\$ 455,645	\$ 1,947
Construction Work in Progress	17,483	18,052	(569)
Restricted Current Assets	19,442	19,210	232
Unrestricted Current Assets	49,570	49,427	143

Current Unrestricted Equity in Pooled Cash and Investments, in the amount of \$30,506,000 increased \$1,890,000 since September 30, 2018. FPUA had \$7,969,000 in Accounts Payable and Accrued Expenses as of September 30, 2019. Restricted Assets include funds FPUA has committed for principal and interest payments on bonds, capital improvement charges, customer deposits, debt service, emergencies, and renewals and replacements.

Actual Revenues vs. Budget - Page 7-8

The budget figures for revenue presented in this report were those presented to and approved by the Board on July 2, 2019.

Analysis of combined total revenues reveals that total revenues, including contributed capital, were below budgeted projections for FY 2019 by \$6,374,000 overall. Electric and Wastewater revenues fell short of their projections by 8.1% and 7.7% respectively. Gas and Water revenues exceeded budgeted revenue forecasts by 1.8% and 1.6% respectively. FPUAnet Communications and MOEC revenue were both below revenue predictions by 16.8% and 2.8%, respectively. Total revenue across all systems came in at \$106,490,000 resulting in a year-to-date revenue shortfall of 5.6%, largely due to the recovery of lower than projected power costs.

Actual Expenses vs. Budget by Department - Page 9

The budget figures for expenses presented in this report were those presented to and approved by the Board on July 2, 2019. Actual expenses include expenses and capitalized salary costs.

Overall, year-to-date expenses were \$2,611,000 less than budgeted amounts. Electric and Gas Purchases for Resale were less than the budgeted amounts by \$5,288,000.

Statement of Revenues and Expenses - Page 10

Year-to-date operating revenues for FY 2019 increased by \$1,185,000 (1.2%) compared to last year. This rise was comprised mainly of increases in Residential and General Service Sales of \$841,000 and \$379,000 respectively.

Year-to-date operating expenses increased by \$4,215,000 (4.7%) compared to last year due primarily to increases in General & Administrative expenses of \$2,136,000, Depreciation of \$966,000, Purchases for Resale of \$507,000 and Field Operations of \$460,000.

Distribution to the City of Fort Pierce - Page 11

The distribution to the City of Fort Pierce for the twelve months ending September 30, 2019 (payable in FY 2020) calculated at 6% of gross revenue will be \$6,276,000.

Calculation of Debt Service Coverage - Page 12

The debt service coverage ratio was at 2.85 times for the twelve months ended September 30, 2019, compared with the ratio of 3.12 on September 30, 2018. This coverage ratio continues to stay well above the minimum requirement of 1.25.

Net Position Ratio Calculations - Page 13

The current ratio on unrestricted and restricted accounts remains strong at 5.23 and 1.27 respectively. These ratios reflect the number of times FPUA's short-term assets exceed short-term liabilities and is a key indicator of solvency. The debt to total assets ratio was 0.34, which indicates 34% of FPUA's assets are financed by debt. The debt to equity ratio was 0.51, which shows that for every dollar of internal financing, there was \$0.51 in debt financing.

Statistics - Pages 15-18

Fiscal year-to-date Gas unit sales experienced an increase of 8.3%, with contract sales experiencing a 3.2% increase, as compared to the same period in FY 2018. Water and Electric unit sales increased by 5.5% and 3.9% respectively, while Wastewater units billed increased 3.3% from the same period last year.

Schedule of Investments

The State Board of Administration (SBA) Florida PRIME Local Government Surplus Funds Trust Fund earned an annual rate of 2.39% for the quarter ended September 30, 2019. Our investment goal is to earn at least 0.50% above SBA each fiscal year; we earned 1.06% for the quarter ended September 30, 2019, or 1.83% below our minimum goal of 2.89%. At September 30, 2019 we had \$49,170,083 in investments.

For the quarter ended September 30, 2019 we earned \$150,226 on our investments. This is \$51,838 greater than the amount earned for the same quarter in 2018. As of September 30, 2019, FPUA's investments were distributed as follows:

<u>Category</u>	<u>Amount</u>	<u>% of Total</u>	<u>Interest Rate</u>
Seacoast National Bank - Sweep Account	\$33,120,065	67.4%	0.80%
PNC Bank - Money Market Account	7,196,167	14.6%	1.11%
SBA - Florida PRIME	5,531,770	11.3%	2.39%
Centerstate Community Bank - CDs	1,775,563	3.6%	1.10%
Seacoast National Bank - CD	1,546,518	3.1%	2.71%
Totals:	<u>\$49,170,083</u>	<u>100%</u>	

ALTERNATIVES (IF ANY):

None

ATTACHMENTS:

September 2019 Quarterly Financial Operating Results



Fort Pierce Utilities Authority
FINANCIAL SUMMARY
 Twelve Months Ended
 September 30, 2019 - Unaudited
 (Dollars in Thousands)

	<u>Electric</u>	<u>Water</u>	<u>Gas</u>	<u>Wastewater</u>	<u>FPUAnet</u>	<u>MOEC</u>	<u>FY 2019 Combined</u>	<u>FY 2018 Combined</u>
CURRENT MONTH								
Operating Revenues	\$4,646	\$1,524	\$472	\$803	\$31	\$148	\$7,624	\$9,460
Operating Expenses	(5,901)	(3,161)	(672)	(1,465)	(109)	(77)	(11,385)	(10,053)
Operating Income (Loss)	(1,255)	(1,637)	(200)	(662)	(78)	71	(3,761)	(593)
Distribution to City	-	-	-	-	-	-	-	-
Other Non-Operating Revenues (Expenses)	(177)	(96)	(17)	(37)	-	-	(327)	241
Capital Contributions	3	193	1	53	-	-	250	111
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	(1,429)	(1,540)	(216)	(646)	(78)	71	(3,838)	(241)
Distribution Adjustment	(335)	(82)	(21)	(70)	(2)	-	(510)	(511)
Adj. Change in Net Position	<u>(\$1,764)</u>	<u>(\$1,622)</u>	<u>(\$237)</u>	<u>(\$716)</u>	<u>(\$80)</u>	<u>\$71</u>	<u>(\$4,348)</u>	<u>(\$752)</u>
YEAR TO DATE								
Operating Revenues	\$64,132	\$17,634	\$4,888	\$13,847	\$465	\$429	\$101,395	\$100,210
Operating Expenses	(59,951)	(17,580)	(4,635)	(11,316)	(519)	(494)	(94,495)	(90,280)
Operating Income (Loss)	4,181	54	253	2,531	(54)	(65)	6,900	9,930
Distribution to City	(4,018)	(984)	(255)	(840)	(28)	-	(6,125)	(6,139)
Other Non-Operating Revenues (Expenses)	(707)	(1,078)	17	(394)	-	65	(2,097)	(1,935)
Capital Contributions	201	1,132	39	1,004	26	-	2,402	1,666
Capacity Reductions	-	(276)	-	(625)	-	-	(901)	(1,374)
Extraordinary Income (Expense)	97	-	-	-	-	-	97	(1)
CHANGE IN NET POSITION	(246)	(1,152)	54	1,676	(56)	-	276	2,147
Distribution Adjustment	-	-	-	-	-	-	-	-
Adj. Change in Net Position	<u>(\$246)</u>	<u>(\$1,152)</u>	<u>\$54</u>	<u>\$1,676</u>	<u>(\$56)</u>	<u>-</u>	<u>\$276</u>	<u>\$2,147</u>

DEBT SERVICE COVERAGE

For the Twelve Months Ended September 30, 2019	<u>2.85 x</u>
For the Twelve Months Ended September 30, 2018	<u>3.12 x</u>

Fort Pierce Utilities Authority
STATEMENT OF NET POSITION

Unaudited

(Dollars in Thousands)

	September 30, 2019	September 30, 2018	Variance
ASSETS AND DEFERRED OUTFLOWS			
CURRENT ASSETS			
Current Assets:			
Equity in Pooled Cash and Investments	\$ 30,506	\$ 28,616	\$ 1,890
Accounts Receivable, net of Allowance for Uncollectible Accounts	7,549	7,820	(271)
Unbilled Receivables	5,221	6,306	(1,085)
Due from Other Governments	1,793	1,962	(169)
Inventories and Other Current Assets	4,501	4,723	(222)
Restricted Equity in Pooled Cash and Investments	13,038	12,831	207
Restricted Cash with Fiscal Agent	6,404	6,379	25
Total Current Assets	<u>69,012</u>	<u>68,637</u>	<u>375</u>
Noncurrent Assets:			
Capital Assets:			
Utility Plant in Service	457,592	455,645	1,947
Construction Work in Progress	17,483	18,052	(569)
Less Accumulated Depreciation	<u>(263,908)</u>	<u>(259,869)</u>	<u>(4,039)</u>
Total Capital Assets (net of Accumulated Depreciation)	211,167	213,828	(2,661)
Other Noncurrent Assets:			
Restricted Equity in Pooled Cash and Investments	6,857	6,857	-
FMPA Working Capital Receivable	1,919	1,919	-
Preliminary Surveys	-	68	(68)
Investment in Public Gas Partners Pool	359	428	(69)
Total Other Noncurrent Assets	<u>9,135</u>	<u>9,272</u>	<u>-</u>
Total Noncurrent Assets	<u>220,302</u>	<u>223,100</u>	<u>(2,798)</u>
TOTAL ASSETS	<u>289,314</u>	<u>291,737</u>	<u>(2,423)</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflow	5,881	4,772	1,109
Deferred OPEB Outflow	114	-	114
Deferred Amount on Debt Refunding	97	115	(18)
Total Deferred Outflows of Resources	<u>6,092</u>	<u>4,887</u>	<u>1,205</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS	<u><u>\$ 295,406</u></u>	<u><u>\$ 296,624</u></u>	<u><u>\$ (1,218)</u></u>

Fort Pierce Utilities Authority
STATEMENT OF NET POSITION
Unaudited
(Dollars in Thousands)

	September 30, 2019	September 30, 2018	Variance
LIABILITIES, DEFERRED INFLOWS AND NET POSITION			
LIABILITIES			
Current Liabilities:			
Accounts Payable and Accrued Expenses	\$ 7,969	\$ 8,977	\$ (1,008)
Due to the City of Fort Pierce	858	802	56
Customer Deposits - restricted assets	8,481	8,280	201
Revenue Bonds Payable - restricted assets	5,953	5,897	56
Accrued Interest Payable - restricted assets	853	881	(28)
Due to St Lucie County	-	77	(77)
Capital Leases Payable	29	24	5
Other Current Liabilities	623	658	(35)
Total Current Liabilities	<u>24,766</u>	<u>25,596</u>	<u>(830)</u>
Noncurrent Liabilities:			
Revenue Bonds Payable, Net of Unamortized Discounts	57,728	62,403	(4,675)
Accrued Compensated Absences	2,211	2,015	196
Other Post Employment Benefits	989	856	133
Net Pension Liability	11,606	7,408	4,198
Capital Leases Payable	85	114	(29)
Total Noncurrent Liabilities	<u>72,619</u>	<u>72,796</u>	<u>(177)</u>
TOTAL LIABILITIES	97,385	98,392	(1,007)
DEFERRED INFLOWS OF RESOURCES			
Purchased Power and Gas Over-Collection	4,881	4,482	399
Deferred Pension Inflow	2,994	3,874	(880)
Deferred OPEB Inflow	37	43	(6)
Total Deferred Inflows of Resources	<u>7,912</u>	<u>8,399</u>	<u>(487)</u>
NET POSITION			
Net Investment in Capital Assets	160,527	161,387	(860)
Restricted Capital Improvement Charges	4,155	4,152	3
Restricted for Debt Service	5,457	5,457	-
Restricted for Emergencies	900	900	-
Restricted for Renewal and Replacements	500	500	-
Unrestricted	18,570	17,437	1,133
Total Net Postion	<u>190,109</u>	<u>189,833</u>	<u>276</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 295,406</u>	<u>\$ 296,624</u>	<u>\$ (1,218)</u>

Fort Pierce Utilities Authority
ACTUAL REVENUES VS. BUDGET

For the Twelve Months Ending September 30, 2019 - Unaudited
(Dollars in Thousands)

	Actual	Budget	Variance	
			\$	%
ELECTRIC				
Operating Revenues				
Residential Sales	\$ 28,260	\$ 30,927	\$ (2,667)	(8.6%)
General Service Sales	34,847	38,235	(3,388)	(8.9%)
Other Operating Revenues	1,025	974	51	5.2%
Total Operating Revenues	64,132	70,136	(6,004)	(8.6%)
Investment and Other Income	389	439	(50)	(11.4%)
Grant Revenue	371	-	371	∞
Extraordinary Income	97	178	(81)	(45.3%)
Contributed Capital	201	177	24	13.6%
Total Electric	65,191	70,930	(5,739)	(8.1%)
WATER				
Operating Revenues				
Residential Sales	7,032	6,969	63	0.9%
General Service Sales	9,015	9,006	9	0.1%
Sales for Resale	1,061	957	104	10.9%
Other Operating Revenues	526	436	90	20.6%
Total Operating Revenues	17,634	17,368	266	1.5%
Investment and Other Income	138	135	3	2.5%
Grant Revenue	27	-	27	∞
Contributed Capital	856	860	(4)	(0.5%)
Total Water	18,656	18,363	293	1.6%
GAS				
Operating Revenues				
Residential Sales	1,209	1,169	40	3.4%
General Service Sales	3,620	3,517	103	2.9%
Other Operating Revenues	59	62	(3)	(4.8%)
Total Operating Revenues	4,888	4,748	140	2.9%
Investment and Other Income	95	148	(53)	(35.8%)
Contributed Capital	39	35	4	11.4%
Total Gas	5,022	4,931	91	1.8%

Fort Pierce Utilities Authority
ACTUAL REVENUES VS. BUDGET

For the Twelve Months Ending September 30, 2019 - Unaudited
(Dollars in Thousands)

	Actual	Budget	Variance	
			\$	%
WASTEWATER				
Operating Revenues				
Residential Sales	5,705	5,694	11	0.2%
General Service Sales	6,665	6,938	(273)	(3.9%)
Revenues from Public Authorities	579	432	147	34.0%
Other Operating Revenues	898	1,521	(623)	(41.0%)
Total Operating Revenues	13,847	14,585	(738)	(5.1%)
Investment and Other Income	104	102	2	2.0%
Grant Revenue	21	-	21	∞
Contributed Capital	379	868	(489)	(56.3%)
Total Wastewater	14,351	15,555	(1,204)	(7.7%)
MANATEE OBSERVATION AND EDUCATION CENTER				
Operating Revenues	427	443	(16)	(3.6%)
Investment and Other Income	62	55	7	13.5%
Grant Revenue	4	10	(6)	(56.0%)
Total Manatee Observation and Education Center	494	508	(14)	(2.8%)
FPUAnet COMMUNICATIONS				
Operating Revenues	465	490	(25)	(5.1%)
Contributed Capital	26	100	(74)	(74.0%)
Total FPUAnet Communications	491	590	(99)	(16.8%)
TREASURE COAST ENERGY CENTER				
Investment and Other Income	2,285	1,988	297	14.9%
Total Treasure Coast Energy Center	2,285	1,988	297	14.9%
TOTAL REVENUES	\$ 106,490	\$ 112,864	\$ (6,374)	(5.6%)

Fort Pierce Utilities Authority
ACTUAL EXPENSES VS. BUDGET BY DEPARTMENT
For the Twelve Months Ending September 30, 2019 - Unaudited
(Dollars in Thousands)

	Actual	Budget	Variance	
			\$	%
DIRECTOR OF ELECTRIC & GAS SYSTEMS				
02 Treasure Coast Energy Center	\$ 2,285	\$ 1,988	\$ (297)	(14.9%)
51 Director of Electric & Gas Systems	334	357	23	6.4%
53 Electric Purchases for Resale	41,924	47,000	5,076	10.8%
54 Electric T & D	8,547	8,221	(326)	(4.0%)
55 Electric Operations	2,175	1,966	(209)	(10.6%)
56 Electric and Gas Engineering	1,413	1,286	(127)	(9.9%)
74 Gas Operations	2,037	1,886	(151)	(8.0%)
75 Gas Purchases for Resale	1,788	2,000	212	10.6%
	<u>60,503</u>	<u>64,704</u>	<u>4,201</u>	<u>6.5%</u>
DIRECTOR OF WATER/WASTEWATER SYSTEMS				
61 Director of Water/WW Systems	229	210	(19)	(9.0%)
62 Water Resources	8,039	7,112	(927)	(13.0%)
64 Water Distribution	5,482	5,457	(25)	(0.5%)
66 Water/WW Engineering	1,273	1,187	(86)	(7.2%)
82 Water Reclamation	3,816	3,679	(137)	(3.7%)
84 Wastewater Collection	4,803	4,749	(54)	(1.1%)
	<u>23,642</u>	<u>22,394</u>	<u>(1,248)</u>	<u>(5.6%)</u>
DIRECTOR OF UTILITIES				
10 Board	107	122	15	12.3%
11 Director of Utilities	373	348	(25)	(7.2%)
12 Attorney	126	139	13	9.4%
15 Human Resources	391	416	25	6.0%
	<u>997</u>	<u>1,025</u>	<u>28</u>	<u>2.7%</u>
DIRECTOR OF UTILITY SUPPORT SERVICES				
01 Manatee Obs. & Educ. Center	494	508	14	2.8%
18 Safety	236	256	20	7.8%
22 Materials Management	734	750	16	2.1%
31 Director of Utility Support Services	335	308	(27)	(8.8%)
32 Information Technology Services	2,975	2,891	(84)	(2.9%)
35 Facilities	802	815	13	1.6%
41 Communications	198	207	9	4.3%
43 Customer Service	2,239	2,136	(103)	(4.8%)
93 FPUAnet Communications	454	542	88	16.2%
	<u>8,467</u>	<u>8,413</u>	<u>(54)</u>	<u>(0.6%)</u>
DIRECTOR OF FINANCIAL SERVICES				
21 Finance	1,773	1,677	(96)	(5.7%)
99 Administrative & General	12,135	11,915	(220)	(1.8%)
	<u>13,908</u>	<u>13,592</u>	<u>(316)</u>	<u>(2.3%)</u>
TOTAL EXPENSES	<u>\$ 107,517</u>	<u>\$ 110,128</u>	<u>\$ 2,611</u>	2.4%

Fort Pierce Utilities Authority
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION
For the Twelve Months Ended September 30, 2019 - Unaudited
(Dollars in Thousands)

	Quarter Ended		Year to Date	
	September 30	September 30	FY 2019	FY 2018
	2019	2018	FY 2019	FY 2018
OPERATING REVENUES				
Residential Sales	\$ 11,170	\$ 12,161	\$ 42,205	\$ 41,364
General Service Sales	13,037	14,484	54,726	54,347
Sales for Resale	332	210	1,062	894
Other Operating Revenues	751	621	3,402	3,605
Total Operating Revenues	<u>25,290</u>	<u>27,476</u>	<u>101,395</u>	<u>100,210</u>
OPERATING EXPENSES				
Purchases for Resale	10,916	12,231	43,796	43,289
Plant Operations	1,525	1,438	5,917	5,771
Field Operations	2,551	2,652	10,107	9,647
General & Administrative	7,357	6,384	20,716	18,580
Depreciation	4,432	3,786	13,959	12,993
Total Operating Expenses	<u>26,781</u>	<u>26,491</u>	<u>94,495</u>	<u>90,280</u>
OPERATING INCOME	(1,491)	985	6,900	9,930
NONOPERATING REVENUES (EXPENSES)				
Investment and Other Income	968	701	3,044	2,654
Grant Revenue	204	375	423	457
Interest Expense	(764)	(757)	(3,044)	(3,077)
Distribution to City of Fort Pierce	-	-	(6,125)	(6,139)
Gain (Loss) on Disposal of Capital Assets	(69)	-	29	(122)
TCEC Expenses	(800)	(549)	(2,285)	(1,828)
Storm Expenses	(264)	20	(264)	(19)
Total Nonoperating Revenues (Expenses)	<u>(725)</u>	<u>(210)</u>	<u>(8,222)</u>	<u>(8,074)</u>
INCOME BEFORE CAPITAL CONTRIBUTIONS	(2,216)	775	(1,322)	1,856
Capital Contributions	670	665	2,402	1,666
Capacity Reductions	-	-	(901)	(1,374)
INCOME BEFORE EXTRAORDINARY ITEMS	(1,546)	1,440	179	2,148
Extraordinary Income (Expense)	98	(1)	97	(1)
CHANGE IN NET POSITION	(1,448)	1,439	276	2,147
Distribution Adjustment	<u>1,531</u>	<u>1,535</u>	<u></u>	<u></u>
Adj. Change in Net Position	<u>\$ 83</u>	<u>\$ 2,974</u>	<u>\$ 276</u>	<u>\$ 2,147</u>

Fort Pierce Utilities Authority
DISTRIBUTION TO THE CITY OF FORT PIERCE

For the Twelve Months Ending September 30, 2019 - Unaudited
(Dollars in Thousands)

	Budget	Actual
BASED ON THE 6% DISTRIBUTION FORMULA		
GROSS REVENUE	\$ 112,864	\$ 106,490
PLUS:		
Power Cost Adjustment	(3,104)	3,330
Capacity Reductions	901	901
Gas Piping & Appliance Costs	77	124
Loss On Disposals	-	68
	110,738	110,913
LESS:		
Capital Contributions	2,941	2,402
FMPA O&M Contract Income	1,988	2,285
Grant Revenue	10	423
Purchased Gas Adjustment	333	303
Manatee Observation and Education Center Operating Revenue	443	429
Revenue for City Billing	187	187
Gas Piping & Appliance Revenue	189	183
Extraordinary Income	178	97
ADJUSTED GROSS REVENUE	\$ 104,469	\$ 104,604
 CALCULATED DISTRIBUTION TO CITY	 \$ 6,268	 \$ 6,276
 DISTRIBUTION TO THE CITY OF FORT PIERCE		
For the Twelve Months Ending September 30, 2019		
(payable in subsequent fiscal year)		
		\$ 6,276

Fort Pierce Utilities Authority
CALCULATION OF DEBT SERVICE COVERAGE

For the Twelve Months Ended
September 30, 2019
(Dollars in Thousands)

OPERATING INCOME	\$ 6,966
ADD:	
Depreciation Expense	13,948
Investment & Other Income	795
Extraordinary Income (Expense)	97
Net OPEB Expense	<u>11</u>
NET AVAILABLE INCOME	<u><u>\$ 21,817</u></u>
DEBT SERVICE - Revenue Bonds	
Principal	\$ 5,953
Interest	<u>1,706</u>
NET CASH DEBT SERVICE	<u><u>\$ 7,659</u></u>
DEBT SERVICE COVERAGE	<u><u>2.85 x</u></u>

Fort Pierce Utilities Authority
NET POSITION RATIO CALCULATIONS
September 30, 2019 - Unaudited

		September 30 2019	September 30 2018
Current Ratios:			
Unrestricted	<u>Total Unrestricted Current Assets</u> Total Unrestricted Current Liabilities	5.23	4.73
Restricted	<u>Total Restricted Current Assets</u> Total Current Liabilities Payable from Restricted Assets	1.27	1.28
Debt to Total Assets	<u>Total Liabilities</u> Total Assets	0.34	0.34
Debt to Equity Ratio	<u>Total Liabilities</u> Total Net Position	0.51	0.52



Fort Pierce Utilities Authority
ELECTRIC STATISTICS
September 2019
(In Megawatt Hours)

	Current Month		12 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
POWER PURCHASED FROM FMPA						
All-Requirements Project	46,706	51,623	474,016	467,489	474,016	467,489
St. Lucie Nuclear	7,175	4,754	104,035	105,228	104,035	105,228
TOTAL POWER PURCHASED	53,881	56,377	578,051	572,717	578,051	572,717
MEGAWATT HOURS SOLD						
Residential	27,117	25,713	246,354	233,074	246,354	233,074
General Service	31,656	30,437	312,291	304,108	312,291	304,108
Traffic Signals	67	67	803	798	803	798
Public Street & Highway Lighting	268	263	3,216	3,112	3,216	3,112
Rental Lights	481	517	5,979	6,227	5,979	6,227
TOTAL MEGAWATT HOURS SOLD	59,589	56,997	568,643	547,319	568,643	547,319
Non-Revenue Electric Departments	81	73	759	754	759	754
TOTAL MWH ACCOUNTED FOR	59,670	57,070	569,402	548,073	569,402	548,073
MWH not accounted for					8,649	24,644
Percent not accounted for					1.50%	4.30%
Gross Peak Demand (60 min. integrated)	113	109	113	112	113	112
SERVICES BILLED						
				<u>% Change</u>		
Residential - Inside City	19,584	19,305		1.4%		
Residential - Outside City	3,889	3,861		0.7%		
General Service - Inside City	4,272	4,267		0.1%		
General Service - Outside City	856	836		2.4%		
TOTAL	28,601	28,269		1.2%		
Above services do not include:						
Rental Light Services	4,915	4,887				

Fort Pierce Utilities Authority
NATURAL GAS STATISTICS
September 2019
(In CCF's)

	Current Month		12 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GAS PURCHASED FOR RESALE						
Purchases for Non-Contract Customers	220,805	187,819	2,874,362	2,765,358	2,874,362	2,765,358
Purchases for Contract Customers	133,630	117,900	1,704,490	1,627,490	1,704,490	1,627,490
TOTAL INPUT TO SYSTEM	354,435	305,719	4,578,852	4,392,848	4,578,852	4,392,848
CCFS SOLD						
Residential	32,320	31,437	430,370	440,858	430,370	440,858
General Service	224,661	168,664	2,538,305	2,224,479	2,538,305	2,224,479
Heat Only	-	-	588	1,016	588	1,016
Contract Sales						
Commercial	82,770	81,170	971,780	897,490	971,780	897,490
Industrial	53,470	59,400	716,980	738,220	716,980	738,220
TOTAL CCFS SOLD	393,221	340,671	4,658,023	4,302,063	4,658,023	4,302,063
CCF's not accounted for					(79,172)	90,785
Percent not accounted for					-1.73%	2.07%
SERVICES BILLED						
				<u>% Change</u>		
Residential	3,600	3,585		0.4%		
General Service	490	483		1.4%		
Heat Only	28	-		0.0%		
TOTAL	4,118	4,068		1.2%		

Fort Pierce Utilities Authority
WATER STATISTICS
September 2019
(In Thousands of Gallons)

	Current Month		12 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
WATER AVAILABLE FOR SALE						
Raw Water Treated	254,722	254,364	3,153,294	3,361,321	3,153,294	3,361,321
Water from Distribution System	8,726	4,497	84,384	81,215	84,384	81,215
Less Deepwell Concentrate	(13,143)	(11,125)	(154,259)	(202,420)	(154,259)	(202,420)
Less Used in Plant	(1,620)	(1,620)	(19,710)	(33,087)	(19,710)	(33,087)
Water from or (left-in) Storage	183	183	(1)	(255)	(1)	(255)
FINISHED WATER FROM PLANT	248,868	246,299	3,063,708	3,206,774	3,063,708	3,206,774
Purchased for Resale (Interconnects)	-	-	2,813	-	2,813	-
TOTAL WATER AVAILABLE FOR SALE	<u>248,868</u>	<u>246,299</u>	<u>3,066,521</u>	<u>3,206,774</u>	<u>3,066,521</u>	<u>3,206,774</u>
GALLONS SOLD						
Residential - Inside City	59,704	58,109	687,026	678,972	687,026	678,972
Residential - Outside City	17,735	17,401	207,312	195,718	207,312	195,718
General Service - Inside City	81,775	87,092	977,228	953,524	977,228	953,524
General Service - Outside City	44,355	34,613	519,213	448,681	519,213	448,681
Sales for Resale	30,638	23,895	343,496	314,748	343,496	314,748
TOTAL GALLONS SOLD	234,207	221,110	2,734,275	2,591,643	2,734,275	2,591,643
System Use	22,257	20,413	280,623	267,414	280,623	267,414
TOTAL GALLONS ACCOUNTED FOR	<u>256,464</u>	<u>241,523</u>	<u>3,014,898</u>	<u>2,859,057</u>	<u>3,014,898</u>	<u>2,859,057</u>
Gallons not accounted for					51,623	347,717
Percent not accounted for					1.68%	10.84%
Average Daily Usage	8,296	8,210	8,394	8,793	8,394	8,793
Highest Daily Usage	9,201	9,381	9,756	11,196	9,756	11,196
SERVICES BILLED						
			<u>% Change</u>			
Residential - Inside City	13,029	12,772	2.0%			
Residential - Outside City	4,218	4,096	3.0%			
General Service - Inside City	3,001	2,976	0.8%			
General Service - Outside City	622	608	2.3%			
TOTAL	<u>20,870</u>	<u>20,452</u>	2.0%			
Above services include:						
Irrigation	414	399				
Unmetered Fire Protection	409	408				
TOTAL	<u>823</u>	<u>807</u>				

Fort Pierce Utilities Authority
WASTEWATER STATISTICS
September 2019
(In Thousands of Gallons)

	Current Month		12 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GALLONS BILLED						
Residential - Inside City	51,123	49,400	586,400	577,746	586,400	577,746
Residential - Outside City	3,920	3,968	49,668	47,981	49,668	47,981
General Service - Inside City	61,776	61,102	718,777	713,610	718,777	713,610
General Service - Outside City	11,197	10,165	130,574	115,104	130,574	115,104
SLC Bulk	8,873	4,797	87,598	67,880	87,598	67,880
Leachate Disposal	-	16	11,369	12,033	11,369	12,033
TOTAL GALLONS BILLED	136,889	129,448	1,584,386	1,534,354	1,584,386	1,534,354

WASTEWATER TREATED	<u>% Change</u>		
(In Millions of Gallons per Day)			
Average Daily Flow	5.45	5.05	7.9%
Peak Flow	6.57	5.51	19.2%

SERVICES BILLED			
Residential - Inside City	11,540	11,290	2.2%
Residential - Outside City	1,265	1,243	1.8%
General Service - Inside City	2,376	2,357	0.8%
General Service - Outside City	239	233	2.6%
TOTAL	15,420	15,123	2.0%





BOARD SUBMISSION FORM

Fort Pierce Utilities Authority
“Committed to Quality”
206 South Sixth Street (34950)
PO Box 3191 | Fort Pierce, FL 34948-3191
Phone: 772.466.1600

Department: 21 – Finance

Board Meeting Date: 3/17/2020

Item: X Regular Agenda Consent Agenda

Subject: FY 2019 Comprehensive Annual Financial Report

Recommendation:

Approve FY 2019 Comprehensive Annual Financial Report as presented.

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Gal M. Tomp



COMPREHENSIVE ANNUAL FINANCIAL REPORT

For The Fiscal Year Ended
September 30, 2019

Fort Pierce Utilities Authority
A Component Unit of The City of Fort Pierce

206 S. 6th Street
Fort Pierce, FL 34950
www.FPUA.com



FORT PIERCE UTILITIES AUTHORITY
A Component Unit of the City of Fort Pierce, Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT
For the Fiscal Year Ended September 30, 2019

Prepared by
Department of Finance

Nina B. Penick, CPA
Director of Financial Services
npenick@fpu.com

FORT PIERCE UTILITIES AUTHORITY
Comprehensive Annual Financial Report
Fiscal Year Ended September 30, 2019

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Comprehensive Annual Financial Report
Fiscal Year Ended September 30, 2019

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EDWARD S LEONGOMEZ
GLEN DARRYL LEPESKA
KARINA JUDITH LIVINGSTON
KAREN S LLANAS
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DALTON T WOLFE
LOIS A WOLFE
SHARON WOLKOWICZ
TERRANCE A YEARBY
RAY ERIC YOUNG

Fort Pierce Utilities Authority

"To provide our customers with economical, reliable and friendly service"

Fort Pierce Utilities Authority employees have "enhanced the quality of life in our

Alzheimer's Community Care	Friends of Miami-Dade Detainees
American Cancer Society	Friends of St. Lucie County Public Health, Inc
American Red Cross	Girl Scouts of South Florida- Treasure Coast
Bluebird Educational Foundation	H.A.L.O. Rescue
Boys & Girls Clubs of St. Lucie County	Habitat for Humanity
Brennity Assisted Living	Heathcote Botanical Gardens
C.A.S.T.L.E.	Hibiscus Children's Center
Child Fund International	Hibiscus Park Neighborhood Association & Crime Watch
Christ Family Church	Highwaymen Festival
Christ Fellowship Church	IRL Science Festival
Christian FM	Keep Fort Pierce Beautiful
City of Fort Pierce	Kiwanis Club of Fort Pierce-Sunrise
Conservation Foundation	Lindsay School of the Arts
Conservation Kidz	Lincoln Park Main Street
Council on Aging of St. Lucie County	Main Street Fort Pierce
Dogs & Cats Forever	Marine Clean-up Initiative
Early Learning Coalition	Marine Corps Toys for Tots
Eco Divers Foundation	MMPS Environmental
Family Meals	Manatee Observation & Education Center
Florida Engineering Society	Moore's Creek Cleanup
Florida State Christian Academy	Mustard Seed Ministries
Fort Pierce Rotary	Northside Bat & Ball Little League

Mission Statement

in a continuous effort to enhance the quality of life in our community"

community" by contributing their time and service to the following organizations:

One Florida Foundation	St. Lucie County Economic Development Council
Oxbow Eco-Center	St. Lucie County Schools
Oyster Fest	St. Lucie County Fair
PACE Center for Girls	St. Lucie County Education Foundation
Parkview Baptist Church Food Pantry	Stuff the Bus
Pilot Club of Ft. Pierce	Surfrider Foundation Treasure Coast
PSL Police Department	Susan G. Komen-Strides Against Breast Cancer
PSL Predators - FL Youth Football League	Sword Outreach Mentoring & Resource Center
Reef Environmental Education Foundation	The Lighthouse Foundation
Restoring the Village	The Momentum Foundation
Roundtable of St. Lucie County	The VanDuzer Foundation
Salvation Army Christmas Angels	Treasure Coast Blood Bank
Sandy Shoes Festival	Treasure Coast Food Bank
Sarah's Kitchen	Treasure Coast Manatee Foundation
Scubanauts International	Treasure Coast Waterway Cleanup
Shark Whisperer Organization	Treasure Coast Youth Football & Cheer
Smithsonian Institute	United Against Poverty, Inc.
Sponsor Me, Inc	United Way of St. Lucie County
St. Andrews Episcopal Academy	Vero Beach Baseball Club, Inc.
St. Helen's Catholic Church	We Leap, Inc.
St. Lucie County Chamber of Commerce	Wild over Wildlife





Fort Pierce Utilities Authority
Director of Finance
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

March 11, 2020

Board Members
Fort Pierce Utilities Authority

The Comprehensive Annual Financial Report (CAFR) of Fort Pierce Utilities Authority (FPUA) for the fiscal year ended September 30, 2019, is submitted herewith pursuant to the City of Fort Pierce Charter, Article XII, Section 176 (12) and the bond covenants of FPUA's outstanding revenue bonds.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance the financial statements are free of any material misstatements.

DiBartolomeo, McBee, Hartley & Barnes, P.A., Certified Public Accountants, have issued an unmodified ("clean") opinion on FPUA's financial statements for the fiscal year ended September 30, 2019. The independent auditor's report is located at the front of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

FPUA PROFILE

FPUA was established in accordance with provisions of the City Charter, confirmed by an election held on May 30, 1972. The City Charter, Article XII, Section 169, states that FPUA shall be responsible for the development, production, purchase, distribution, and collection of all electricity, water, wastewater, natural gas, and such other utility services as may be designated by resolution by the City Commission. Accordingly, FPUA manages and operates the Manatee Observation and Education Center (MOEC) for the City, and operates the Treasure Coast Energy Center (TCEC) for the Florida Municipal Power Agency (FMPA) on a contract basis, utilizing FPUA employees. FPUA is a component unit of the City of Fort Pierce, Florida and this report includes all systems of FPUA. This report does not include information on the financial activities of the City of Fort Pierce, which is instead contained in the City's CAFR, published separately.



Our mission is to provide our customers with economical, reliable and friendly service
in a continuous effort to enhance the quality of life in our community.

772.466.1600 * www.fpua.com



The FPUA Board consists of five members, one of whom is the Mayor-Commissioner of the City, who serves on the Board as long as he or she holds such office. The other four members are appointed by the City Commission for four-year overlapping terms, limited to two consecutive terms of office.

The **Electric System** serves the City of Fort Pierce and the immediately surrounding area, encompassing approximately 35 square miles, with an average of 28,527 services billed during the fiscal year ended September 30, 2019. FPUA currently has 16 miles of 69kV and 7.5 miles of 138kV transmission lines. The 69kV lines interconnect six sub-transmission substations and the 138kV lines connect two transmission substations to Florida Power & Light Company (FPL). FPUA primary distribution has approximately 265 miles of overhead and 145 miles of underground primary cable, which operates at 13.2kV. FPUA and FPL have a territorial agreement approved by the Florida Public Service Commission.

On December 16, 1997, FPUA agreed to participate in the FMPA All-Requirements Power Supply Project (ARP). In doing so, FPUA is one of 13 municipally owned utilities in the ARP. The principal benefits of ARP are:

1. Lower operating costs through utilization of the most efficient generation available.
2. Future generation will be planned for the collective systems, as needed, by FMPA.
3. Economies of scale in operating, planning, and financing.
4. Lower risk with more units and more cities working together.

As of January 1, 1998, FPUA assigned its resources to the ARP and agreed to purchase its total power requirements from the ARP. FPUA's resources, which have been assigned, include the contracts with FMPA related to Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2. The contracts related to the St. Lucie Nuclear Project have not been assigned.

The **Water System** serves the City of Fort Pierce and the immediately surrounding area, encompassing approximately 32 square miles, with an average of 20,725 services billed during the fiscal year ended September 30, 2019. Water supply is obtained from 36 surficial aquifer wells (shallow) and 11 Floridan aquifer wells (deep). FPUA currently has a Water Use Permit from the South Florida Water Management District to withdraw an annual daily average not to exceed 21.13 million gallons of ground water. Treatment of the raw ground water is presently accomplished through a 20 million gallons per day (MGD) conventional Lime Softening Water Treatment Plant and a 10.3 MGD Reverse Osmosis Water Treatment Plant. FPUA owns and operates a 13.3 MGD air stripping system, which services the lime-softening portion of FPUA's Water Treatment Facility. FPUA meets all federal and state drinking water standards. FPUA has 9 million gallons of storage capacity. The water distribution system is composed of 393 miles of water mains, remote pumping facilities, ground storage tanks, hydrants, and valves.

The **Wastewater System** serves the City of Fort Pierce and the immediately surrounding area, encompassing approximately 30 square miles, with an average of 15,316 services billed during the fiscal year ended September 30, 2019. The wastewater collection system consists of 118 lift stations, 174 miles of gravity sewer lines ranging from four to 48 inches in diameter, and approximately 97 miles of force mains ranging in size from 1.5 to 30 inches in diameter. The Island Water Reclamation Facility (IWRf) currently has a permitted capacity of 10 MGD for Annual Average Daily Flow and 11.5 MGD for 3-Month Annual Average Daily Flow. The Florida Department of Environmental Protection has issued an operating permit, which will be adequate through December 10, 2022.

FPUA has one domestic deep injection well at the IWRf plant site. A pumping station injects treated effluent into the 3,300-foot deep injection well for disposal. The permit for the IWRf IW-1 well, a twenty-four inch domestic well, has been renewed and will be adequate through 2022. There are two deep injection wells located on the site of the future Mainland Water Reclamation Facility (MWRf), in the southwest corner of the service area. IW-1 is an 18-inch industrial deep injection well and IW-2 is a 24-inch domestic deep injection well. IW-1 accommodates the TCEC's industrial wastewater stream and St. Lucie County landfill leachate, and is permitted through August 4, 2020. The IW-2 well is currently not in operation and therefore is not permitted. Both wells can be utilized for disposal of MWRf effluent when that facility is constructed.

The **Gas System** serves the City of Fort Pierce and the immediately surrounding area, encompassing approximately 27 square miles, with an average of 4,111 services billed during the fiscal year ended September 30, 2019. The system consists of 171 miles of gas main and 81 miles of service lines. The Gas System purchases firm gas for resale through Florida Gas Utility (FGU). FGU has a contract with Florida Gas Transmission for the transportation of gas to FPUA's system. Gas purchases are supplied by FGU under an all requirements agreement. The Gas Operations Department is responsible for the installation and maintenance of all gas mains and service lines. The department also employs a staff of qualified gas service technicians to maintain and repair customers' natural gas appliances.

FPUAnet Communications provides high quality, state-of-the-art fiber optic services such as Dedicated Fiber Internet Access, Bandwidth Connections, and Dark Fiber to businesses and institutions. FPUAnet services also include point-to-point Wireless Broadband Internet and Wireless Bandwidth Connections, for applications with less stringent requirements, which extend FPUA's fiber through wireless communications.

FPUA manages the **Manatee Observation & Education Center (MOEC)**, which is located on Moore's Creek east of Indian River Drive. The Manatee Center represents FPUA's longtime commitment to community engagement and environmental stewardship. The Manatee Center's mission is to promote understanding and responsible actions for the protection of the Treasure Coast's fragile ecosystems and their inhabitants. The Manatee Center provides environmental education and community involvement through an active education outreach program and a group of nearly 150 volunteers who staff the Exhibit Hall, Vanishing Mermaid Gift Shop, and community events. The Manatee Center Exhibit Hall, a museum of aquatic tanks and

environmental information, provides a clean and safe facility for viewing manatees in the wild and other inhabitants of the Indian River Lagoon. During fiscal year 2019, Manatee Center staff counted 315 manatee sightings in Moore's Creek while hosting over 56,845 visitors and students from all over the world. Volunteers provided critical and active support to the Center with a total of 12,972 hours of service.

FPUA is required to prepare, adopt, and furnish a copy of a budget to the City Commission of the City of Fort Pierce at least 45 days prior to the beginning of the next fiscal year. The budget and any amendments thereto shall be in effect when approved by FPUA and when any line item expense has not been disapproved by four-fifths (4/5) vote of the City Commission within 30 days of submission. The budget is prepared on the accrual basis. The budget and amendments thereto for the year ended September 30, 2019, have been approved according to the above procedures.

LOCAL ECONOMY

Fort Pierce is located on Florida's east coast, 120 miles north of Miami and 220 miles south of Jacksonville. The estimated 2019 populations of the City of Fort Pierce and St. Lucie County were 43,653 and 309,359 respectively. Fort Pierce is the county seat, with approximately 24.5 square miles in land area. Its metropolitan area includes a transportation network comprised of Interstate 95, Florida's Turnpike, U.S. Highway 1, State Roads 68 and 70, Florida East Coast Railway, Treasure Coast International Airport, and the Port of Fort Pierce.

FPUA's service area includes both the area within the corporate limits of the City of Fort Pierce and the Town of St. Lucie Village, and portions of unincorporated St. Lucie County. Approximately 80% of the system revenues are derived from services provided within the City of Fort Pierce, and 20% from services provided in the Town of St. Lucie Village and unincorporated St. Lucie County.

The economy of Fort Pierce and surrounding St. Lucie County is primarily based upon government, agriculture, construction, retail and wholesale trade, light manufacturing, tourism, biotechnology, and sport and commercial fishing. There are several telemarketing service centers, commercial centers, research institutions, and a Walmart Distribution Center located in the area.

FPUA's service area is developing into an educational and research center featuring the following facilities:

- Indian River State College (IRSC)
- Florida Atlantic University (FAU)/Harbor Branch Oceanographic Institution
- Smithsonian Fort Pierce Marine Station
- Smithsonian Marine Ecosystem Exhibit
- U.S. Department of Agriculture/Horticultural Research Laboratory
- University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS) Research and Education Center
- Manatee Observation and Education Center

St. Lucie County continues to develop a 1,800-acre State recognized Research and Education Park in FPUA's service territory. Florida State University has a Regional Medical School Campus located at Indian River State College, which now offers numerous Bachelor's Degree Programs.

The real estate market continues to show signs of improvement. One additional Water/Wastewater Supply Agreement Amendment was executed during fiscal year 2019, in order to take advantage of FPUA's Capacity Reduction Option. Customers exercising this option can apply payments previously made for Capital Improvement Charges (for water and wastewater capacity) toward payment of Guaranteed Revenue Charges (GRCs, for capacity reserved for unconstructed units) incurred since the original agreements were signed. The Capacity Reduction Option is beneficial to the Developer because although future capacity is reduced, they can pay outstanding GRCs and resume construction with little or no out of pocket cost. FPUA continues to be optimistic about growth in the long term. Sales activity has picked up. Improvements such as major roadwork, continued beautification of the downtown area, and private investment make the area attractive to new residents.

LONG-TERM FINANCIAL PLANNING AND MAJOR INITIATIVES

Rate Planning

Rate sufficiency has been projected for the upcoming five years. Rate adjustments will be made in future years to ensure FPUA's electric, water, wastewater, and natural gas utilities each generate sufficient revenue to cover their respective expenses, while maintaining a minimum 45 days of operating cash as defined by FPUA bond covenants. A power cost adjustment (PCA) and purchased gas adjustment (PGA) are adopted as needed by the FPUA Board to ensure FPUA is recovering the cost of energy, and stabilize the amounts billed to customers.

Capital Planning

FPUA's capital renewal, expansion, and improvements continue. Capital plans are projected for the upcoming five years, and are primarily driven by replacement of aging infrastructure, as well as street and highway reconstruction projects. The multiplicity of requirements by regulatory agencies increases the amount FPUA budgets for those improvements. Most replacements are costly and provide no additional revenue, but are expected to have a positive impact on

operations and maintenance expenses. Receipt of contributed capital helps fund the infrastructure needed to support growth in the future. In an effort to strategically expend FPUA's limited resources, Department Heads meet periodically with other governmental agencies to discuss and update capital plans and coordinate implementation of those plans.

Strategic Management Planning

FPUA's Strategic Plan continues to promote interdepartmental communication and cooperation, as well as encouraging increased employee involvement in achieving company goals that support FPUA's Mission Statement. The Joint Strategic Planning Workshop held with the City of Fort Pierce on June 28, 2019 was focused on the City's top priorities and action plan, a discussion regarding annexation strategies and procedures, and one key result area.

Building the Utility/Building the City – FPUA's top goal over the next six years will be to implement an Advanced Metering Infrastructure (AMI) system for the Electric, Water and Gas systems. The cost is expected to be financed. Expansion opportunities will be pursued for the Water, Wastewater, FPUAnet and Gas systems. FPUA will continue to gradually invest in the infrastructure needed to redirect the flow of wastewater toward a future Mainland Water Reclamation Facility.

A strategic expansion of the communication infrastructure will provide high-speed communication to businesses and the local community. As a result, the City will then be able to attract technical businesses, such as industrial and manufacturing, that require reliable communication. This is expected to be a catalyst for higher paying jobs and residents in our community.

Other key result areas are:

Reliability – Wastewater pipe lining will be expanded as funding is available. Lining will reduce inflow, infiltration and exfiltration, and therefore reduce washouts, street repairs, and costs associated with treating storm water. Gas reliability will be improved through the replacement or installation of valves, replacing corroded steel mains with polyethylene, looping dead-end mains, and implementation of a SCADA monitoring system, which will detect pressure fluctuations and avoid service interruptions. Electric reliability will be improved with more aggressive tree trimming, increased animal deterrent measures, and installation of devices, which will reduce the frequency and length of service interruptions.

Competitive Rates – FPUA will continue to work on electric cost reduction with our wholesale power supplier (FMPA) as well as reducing FPUA's costs of electric transmission and distribution. FPUA will work to stabilize Water and Wastewater rates to the extent possible by reviewing costs and adjusting the bulk water and wastewater rates charged to St. Lucie County, effective December 1, 2019.

Employee Development and Satisfaction - FPUA provides opportunities for advancement within the organization and is honest with employees as to expectations and possibilities. On average, more than 3% of employees' time is spent in training. Apprenticeship and internship programs have helped develop the specialized skills needed. As the job market improves, FPUA is enhancing efforts to attract and retain the best-qualified employees for each job. A Pay for Performance plan has been implemented to reward superior job performance.

FPUA Image – FPUA will continue to enhance our image in the community by expanding our involvement in community events, increasing our activity on social media and improving the appearance of our physical facilities.

Customer Service – FPUA's Business Development Officer concentrates on potential, new and other commercial customers seeking to expand their existing facilities, along with offering streamlined economic incentives.

AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to FPUA for its CAFR for the fiscal year ended September 30, 2018. This was the 25th consecutive year FPUA has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized CAFR that satisfies both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. However, we believe our current CAFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and it will be submitted to the GFOA to determine its eligibility for another certificate.

FPUA also received the GFOA's Distinguished Budget Presentation Award for its annual budget document dated June 27, 2018. To qualify for the Distinguished Budget Presentation Award, FPUA's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communications device.

The preparation of this report could not have been accomplished without the skill, effort, and dedication of the entire staff of FPUA's Department of Finance. I would also like to express my thanks to the Board, the Director of Utilities, and the entire FPUA staff for their interest and support in planning and conducting the financial operations in a responsible and progressive manner.

Respectfully submitted,



Nina B. Penick, CPA
Director of Financial Services

FPUA Leadership

Board Members



Darryl Thomas-Bey
Chairman



Glynda Cavalcanti, CPA
Vice Chairman



Daniel M. Delulio, CPA
Secretary



Charlie F. Matthews
Deputy Secretary



Linda Hudson
Mayor

Management Team

John K. Tompeck, P.E. Director of Utilities

Paul A. Jakubczak, P.E., Director of Electric & Gas Systems

Bowdoin G. Hutchinson, P.E., Director of Water/Wastewater Systems

Javier Cisneros, P.E., Director of Utility Support Services

Nina B. Penick, CPA, Director of Financial Services

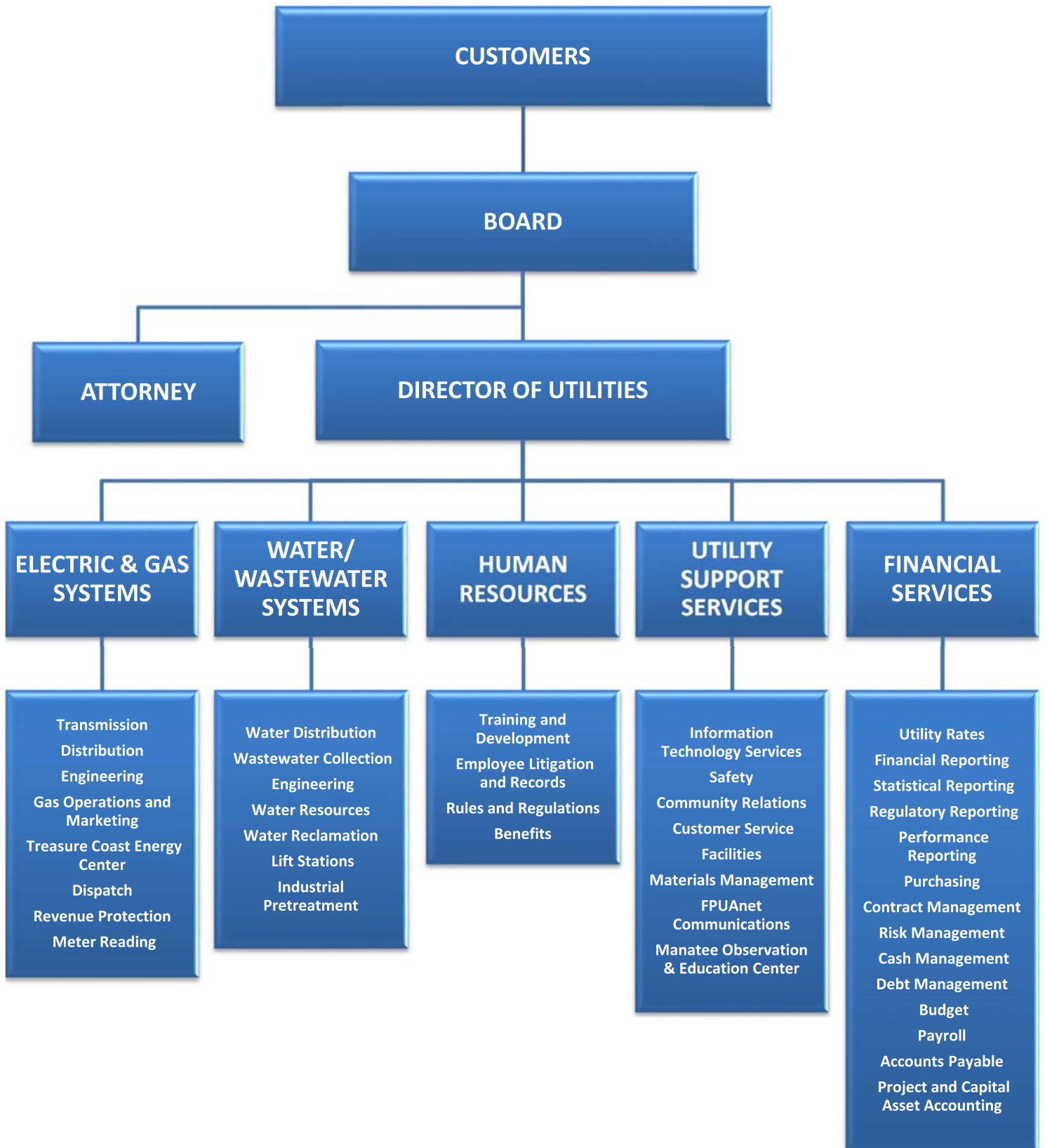
Counsel

R.N. Koblegard, III, Esquire

Independent Certified Public Accountants

DiBartolomeo, McBee, Hartley & Barnes

FPUA Organizational Structure





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

Fort Pierce Utilities Authority
Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morill

Executive Director/CEO

INDEPENDENT AUDITOR'S REPORT

Board Members
Fort Pierce Utilities Authority
Fort Pierce, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Fort Pierce Utilities Authority ("FPUA"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise FPUA's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to FPUA's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of FPUA's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of FPUA, as of September 30, 2019, and the respective changes in financial position and the cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise of the FPUA's basic financial statements. The introductory section and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 18, 2020, on our consideration of FPUA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering FPUA's internal control over financial reporting and compliance.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
February 18, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Fort Pierce Utilities Authority (FPUA), we offer readers of FPUA's financial statements this narrative overview and analysis of the financial activities of FPUA for the fiscal year ended September 30, 2019 (FY 2019). We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on [pages 1-7](#) of this report.

FINANCIAL HIGHLIGHTS

- Operating revenues increased \$1,185,000 compared to last year, and operating expenses increased \$4,215,000. Operating income of \$6,900,000 was down \$3,030,000 from \$9,930,000, which was reported for the previous year.
- The ability to adjust rates in order to ensure that FPUA's electric, water, wastewater and natural gas utilities each generate sufficient revenue to cover their respective expenses is critical to FPUA's financial health. The most recent rate adjustments were to water and gas rates effective December 2019, wastewater rate increases effective October 2018, and the addition of LED streetlights and outdoor lights, effective September 2018. Rates will continue to be reviewed on an annual basis to ensure that FPUA's rate structure properly reflects the recovery of the cost of operating and maintaining each utility system.
- Natural gas prices remain at historically low levels. The cost of power purchased from FMPA increased \$521,000 or 1.3% and the cost of natural gas purchased for resale was down \$29,000 or 1.6% in FY 2019.
- Operating revenues from the Water system increased 7.9%, and Wastewater operating revenues decreased 0.8% from FY 2018. Excluding the recovery of purchased power and gas costs, operating revenues from the electric system were down 3.0%, and up 7.1% in the gas system.
- Additional water and wastewater operating revenues, as well as corresponding decreases in Capital Improvement Charge revenues, is attributable to recovery of Guaranteed Revenue Charges from Developers who have exercised FPUA's Capacity Reduction Option. See [Note A](#) for details.
- Consumption billed by the gas system increased 8.3%, with contract sales experiencing a 3.2% increase as compared to FY 2018. Consumption billed by the water and electric systems increased by 5.5% and 3.9% respectively. The number of wastewater gallons billed also increased, 3.3% this year. The average number of services billed in the Water and Wastewater systems were up 1.8% and 1.4%, respectively, and flat for the Electric and Gas systems.
- On December 21, 2018, FPUA sold its joint interest in the 138kV line, from Emerson Substation to County Line Substation, to Florida Power & Light (FPL). The proceeds received from this sale was equal to the September 30, 2018 book value of the assets sold, in the amount of \$2,431.
- The remediation of the former site of the H.D. King Power Plant is now complete, and the loans obtained by the Fort Pierce Redevelopment Agency (FPRA) to fund some of the costs have been repaid. No future costs associated with testing and cleanup of the site are anticipated, and the FPRA continues to recover some of the cost through the sale of Voluntary Cleanup Tax Credits. See [Note P](#) for details.

- FPUA continues to be impacted by the implementation of Governmental Accounting Standards Board Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68). Net position for FY 2019 has been reduced by \$2,210,000 to reflect this accrued cost. See [Note E](#) for details.
- The Distribution to the City of Fort Pierce paid in April 2019 decreased \$14,000 from the amount paid in April 2018. This was primarily a result of slightly less revenue being subject to the 6% distribution calculation multiplier.
- Information on FPUA's revenue bonds payable can be found in [Note L](#).

OVERVIEW OF THE FINANCIAL STATEMENTS

FPUA is a single enterprise fund even though it provides various utility services. FPUA's basic financial statements consist of fund financial statements and the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

The financial statements are designed to provide readers with a broad overview of FPUA's finances, in a manner similar to a private-sector business. The **Statement of Net Position** presents financial information on all of FPUA's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of FPUA is improving or deteriorating.

The **Statement of Revenues, Expenses and Changes in Net Position** presents information showing how FPUA's net position changed during the two most recent fiscal years. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected utility billings and earned but unused vacation leave).

The enterprise fund activities of FPUA are intended to recover all or a significant portion of its costs through user fees and charges, and include providing electric, water, wastewater, natural gas, and communication services. FPUA also operates the Treasure Coast Energy Center (TCEC) for the Florida Municipal Power Agency (FMPA), as well as the Manatee Observation and Education Center (MOEC) for the City of Fort Pierce. FPUA's financial information is presented in the CAFR prepared by the City of Fort Pierce, as a component unit.

The **Notes to the Financial Statements** provide additional information that is necessary to acquire a full understanding of the data provided in the financial statements. The notes can be found on [pages 26-50](#) of this report.

In addition to the basic financial statements and accompanying notes, this report also presents **Required Supplementary Information** concerning FPUA's pension and OPEB liabilities and pension contributions. Required supplementary information can be found on [pages 52-54](#) of this report.

FINANCIAL ANALYSIS OF FPUA AS A WHOLE

As noted earlier, net position over time, may serve as a useful indicator of a government's financial position. FPUA's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$190,109,000 at the close of the most recent fiscal year.

Table 1
Net Position
(Dollars in Thousands)

	9/30/2019	9/30/2018	Increase (Decrease)	
			\$	%
Current Assets	\$ 69,012	\$ 68,637	\$ 375	0.5%
Capital Assets	211,167	213,828	(2,661)	(1.2%)
Other Noncurrent Assets	9,135	9,272	(137)	(1.5%)
Total Assets	289,314	291,737	(2,423)	(0.8%)
Total Deferred Outflows of Resources	6,092	4,887	1,205	24.7%
Current Liabilities	24,766	25,596	(830)	(3.2%)
Noncurrent Liabilities	72,619	72,796	(177)	(0.2%)
Total Liabilities	97,385	98,392	(1,007)	(1.0%)
Total Deferred Inflows of Resources	7,912	8,399	(487)	(5.8%)
Net Position:				
Net Investment in Capital Assets	160,527	161,387	(860)	(0.5%)
Restricted	11,012	11,009	3	0.0%
Unrestricted	18,570	17,437	1,133	6.5%
Total Net Position	\$ 190,109	\$ 189,833	\$ 276	0.1%

The largest portion of FPUA's net position (84.4%) reflects its investment in capital assets, the calculation of which is presented in [Note C on page 33](#). FPUA uses capital assets to provide a variety of services to its customers. Accordingly, these assets are not available for future spending. Although FPUA's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of FPUA's net position (5.8%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$18,570,000 is unrestricted and is the residual amount of net position not included in net investment in capital assets or restricted net position.

The value of FPUA's capital assets, net of depreciation, has decreased slightly this year. The increase in net investment in capital assets, as well as the decrease in liabilities, is primarily due to the annual repayment of principal on revenue bonds payable.

Table 2
Changes in Net Position
(Dollars in Thousands)

	<u>FY 2019</u>	<u>FY 2018</u>	<u>Increase (Decrease)</u>	
			<u>\$</u>	<u>%</u>
Operating Revenues				
Electric	\$ 64,132	\$ 64,286	\$ (154)	(0.2%)
Water	17,634	16,347	1,287	7.9%
Wastewater	13,847	13,961	(114)	(0.8%)
Natural Gas	4,888	4,711	177	3.8%
MOEC	429	435	(6)	(1.4%)
FPUAnet Communications	465	470	(5)	(1.1%)
Nonoperating Revenues				
Investment and Other Income	3,142	2,669	473	17.7%
Grant Revenue	423	457	(34)	(7.4%)
Total Revenues	<u>104,960</u>	<u>103,336</u>	<u>1,624</u>	<u>1.6%</u>
Operating Expenses				
Purchases for Resale	43,796	43,289	507	1.2%
Plant Operations	5,917	5,771	146	2.5%
Field Operations	10,107	9,647	460	4.8%
General and Administrative	20,716	18,580	2,136	11.5%
Depreciation	13,959	12,993	966	7.4%
Nonoperating Expenses				
Distribution to the City of Fort Pierce	6,125	6,139	(14)	(0.2%)
Interest Expense	3,044	3,077	(33)	(1.1%)
TCEC Expenses	2,285	1,828	457	25.0%
Loss on Disposal of Capital Assets	69	137	(68)	(49.6%)
Storm Expenses	264	19	245	1289.5%
Total Expenses	<u>106,282</u>	<u>101,480</u>	<u>4,802</u>	<u>4.7%</u>
Income (Loss) before Capital Contributions and Extraordinary Expense	(1,322)	1,856	(3,178)	(171.2%)
Capital Contributions	2,402	1,666	736	44.2%
Capacity Reductions	(901)	(1,374)	473	(34.4%)
Extraordinary Income (Expense)	97	(1)	98	(9800.0%)
Increase (Decrease) in Net Position	276	2,147	(1,871)	(87.1%)
Net Position - Beginning of Year	<u>189,833</u>	<u>187,686</u>	<u>2,147</u>	<u>1.1%</u>
Net Position - End of Year	<u>\$ 190,109</u>	<u>\$ 189,833</u>	<u>\$ 276</u>	<u>0.1%</u>

In addition to the increases in operating revenues and purchased power, as well as the increase in pension expense discussed previously in the financial highlights, the increase in general and administrative expenses were a result of many factors.

The distribution to the City of Fort Pierce, based on FY 2019 revenues, computes to \$6,276,000 and will be paid in April 2020 (see [Note N](#) for details). Last year’s distribution, based on FY 2018 revenues, totaled \$6,125,000, and was paid in April 2019. This increase is a result of higher sales revenues.

CAPITAL ASSETS

Major projects, and the costs associated with each during FY 2019, include:

- Island Water Reclamation Facility Emergency Standby Generator \$1,591,000
- Kings Highway – all Utility Systems 466,000
- Electric Transmission and Distribution:
 - 55-foot Material Handler 486,000
 - Distribution Pole Replacement 338,000
 - LED Rental Light Replacement 310,000
 - Transmission and Distribution System Improvements 255,000
 - Carriage Pointe 200,000
- Water and Wastewater:
 - Avenue M 845,000
 - Midway Road 444,000
- Wastewater Collection:
 - Wastewater Main Lining 309,000
 - Lift Station E Upgrade 691,000
 - Mains and Laterals – Renewal and Replacements 391,000
- Water:
 - Savannah Road Repump 334,000
 - Iroquois Water MSBU 276,000
 - Main, Service and Valve Replacements – Water Distribution 233,000
- Compressed Natural Gas Filling Station 276,000

Since many of the projects rehabilitate deteriorating lines in the older sections of the service territory, the impact on operating and maintenance expenses is expected to be favorable. However, over 110 miles of old water and wastewater lines remain in those systems. Replacement of these lines is being phased over a 25-year period to soften the impact on rates.

At the end of FY 2019, FPUA had \$211,167,000 invested in a broad range of net utility capital assets, including its electric and natural gas transmission and distribution systems, water treatment plant, water transmission and distribution mains, water storage facilities, pump stations, water reclamation facility, MWRF deep injection wells, and related wastewater collection plant facilities. The following tables summarize FPUA’s capital assets, net of accumulated depreciation, and changes therein, for the year ended September 30, 2019.

Table 3
Capital Assets, Net of Accumulated Depreciation
Categorized by System
(Dollars in Thousands)

	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>Increase (Decrease)</u>	
			<u>\$</u>	<u>%</u>
Electric	\$ 56,368	\$ 59,065	\$ (2,697)	(4.6%)
Water	79,112	81,040	(1,928)	(2.4%)
Wastewater	60,269	59,139	1,130	1.9%
Shared Services	7,450	7,168	282	3.9%
Gas	7,039	6,591	448	6.8%
FPUAnet	858	743	115	15.5%
MOEC	71	82	(11)	(13.4%)
Total	<u>\$ 211,167</u>	<u>\$ 213,828</u>	<u>\$ (2,661)</u>	<u>(1.2%)</u>

Table 4
Capital Assets, Net of Accumulated Depreciation
Categorized by Asset Class
(Dollars in Thousands)

	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>Increase (Decrease)</u>	
			<u>\$</u>	<u>%</u>
Land	\$ 9,556	\$ 9,947	\$ (391)	(3.9%)
Transmission, distribution, and collection systems	149,852	152,909	(3,057)	(2.0%)
Equipment	18,725	19,092	(367)	(1.9%)
Structures and improvements	15,551	13,828	1,723	12.5%
Construction work in progress	17,483	18,052	(569)	(3.2%)
Total	<u>\$ 211,167</u>	<u>\$ 213,828</u>	<u>\$ (2,661)</u>	<u>(1.2%)</u>

Additional information on FPUA's capital assets can be found in [Note C on pages 32-33](#) of this report.

DEBT ADMINISTRATION

At September 30, 2019, FPUA had outstanding revenue bonds in the amount of \$63,723,000. Debt service schedules extend to October 1, 2029. Interest rates range from 2.14% to 5.90% on the bonds. Principal payments are due October 1 of each year. Principal on the bonds of \$5,953,000 was due and paid on October 1, 2019. FPUA continues to evaluate other refunding opportunities that may remain.

On July 23, 2019, the bond rating firm, Fitch Ratings Inc., affirmed FPUA's 'A+' rating. On October 25, 2019, the bond rating firm, Standard & Poor's, affirmed its 'A' rating on FPUA's revenue bonds. Both firms also stated that FPUA's rating outlook is stable.

FPUA has no general bonded debt. Neither the City of Fort Pierce Charter or Code of Ordinances, nor the Florida Statutes limit the amount of debt FPUA can issue. FPUA's debt service coverage ratio was 2.85 times for the twelve months ended September 30, 2019, compared to 3.12 times on September 30, 2018. This coverage ratio remains well above the 1.25 minimum requirement.

Additional information on FPUA's revenue bonds payable can be found in [Note L on pages 46-48](#) of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

Local economic factors are discussed at length on [pages 4 and 5](#).

Current rate schedules and charges are available on FPUA's website, www.fpua.com. Rates will continue to be reviewed on an annual basis to ensure FPUA's rate structure properly reflects the recovery of the cost of operating and maintaining its electric, water, wastewater, and natural gas systems.

CONTACTING FPUA'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of FPUA's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to FPUA's Director of Financial Services at Fort Pierce Utilities Authority, PO Box 3191, Fort Pierce, FL 34948-3191, or e-mail npenick@fpua.com.

This report and bond disclosure information is available on FPUA's website – www.fpua.com.

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position
September 30, 2019
(With comparative totals for September 30, 2018)
(Dollars in Thousands)

	2019	2018
ASSETS AND DEFERRED OUTFLOWS		
ASSETS		
Current Assets:		
Equity in Pooled Cash and Investments	\$ 30,506	\$ 28,616
Accounts Receivable, Net of Allowance for Uncollectible Accounts of \$903 in 2019 and \$3,777 in 2018	7,549	7,820
Unbilled Receivables	5,221	6,306
Due from Other Governments	1,793	1,962
Inventories and Other Current Assets	4,501	4,723
Restricted Equity in Pooled Cash and Investments	13,038	12,831
Restricted Cash with Fiscal Agent	6,404	6,379
Total Current Assets	69,012	68,637
Noncurrent Assets:		
Capital Assets:		
Utility Plant in Service	457,592	455,645
Construction Work in Progress	17,483	18,052
Less Accumulated Depreciation	(263,908)	(259,869)
Total Capital Assets (net of Accumulated Depreciation)	211,167	213,828
Other Noncurrent Assets:		
Restricted Equity in Pooled Cash and Investments	6,857	6,857
FMPA Working Capital Receivable	1,919	1,919
Preliminary Surveys	-	68
Investment in Public Gas Partners Pool	359	428
Total Other Noncurrent Assets	9,135	9,272
Total Noncurrent Assets	220,302	223,100
Total Assets	289,314	291,737
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Pension Outflow	5,881	4,772
Deferred OPEB Outflow	114	-
Deferred Amount on Debt Refunding	97	115
Total Deferred Outflows of Resources	6,092	4,887
TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ 295,406	\$ 296,624

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position
September 30, 2019
(With comparative totals for September 30, 2018)
(Dollars in Thousands)

	2019	2018
LIABILITIES, DEFERRED INFLOWS AND NET POSITION		
LIABILITIES		
Current Liabilities:		
Accounts Payable and Accrued Expenses	\$ 7,969	\$ 8,977
Due to City of Fort Pierce	858	802
Customer Deposits - restricted assets	8,481	8,280
Revenue Bonds Payable - restricted assets	5,953	5,897
Accrued Interest Payable - restricted assets	853	881
Due to St. Lucie County	-	77
Capital Leases Payable	29	24
Other Current Liabilities	623	658
Total Current Liabilities	24,766	25,596
Noncurrent Liabilities:		
Revenue Bonds Payable, Net of Unamortized Discounts	57,728	62,403
Accrued Compensated Absences	2,211	2,015
Other Postemployment Benefit Obligation	989	856
Net Pension Liability	11,606	7,408
Capital Leases Payable	85	114
Total Noncurrent Liabilities	72,619	72,796
Total Liabilities	97,385	98,392
DEFERRED INFLOWS OF RESOURCES		
Purchased Power and Gas Over-Recovery	4,881	4,482
Deferred Pension Inflow	2,994	3,874
Deferred OPEB Inflow	37	43
Total Deferred Inflows of Resources	7,912	8,399
NET POSITION		
Net Investment in Capital Assets	160,527	161,387
Restricted Capital Improvement Charges	4,155	4,152
Restricted for Debt Service	5,457	5,457
Restricted for Emergencies	900	900
Restricted for Renewals and Replacements	500	500
Unrestricted	18,570	17,437
Total Net Position	190,109	189,833
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	\$ 295,406	\$ 296,624

The accompanying notes are an integral part of this financial statement.



FORT PIERCE UTILITIES AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Year Ended September 30, 2019
(With comparative totals for the year ended September 30, 2018)
(Dollars in Thousands)

	<u>2019</u>	<u>2018</u>
OPERATING REVENUES		
Sales and charges for services	\$ 97,993	\$ 96,605
Other	3,402	3,605
Total Operating Revenues	<u>101,395</u>	<u>100,210</u>
OPERATING EXPENSES		
Purchases for resale	43,796	43,289
Plant operations	5,917	5,771
Field operations	10,107	9,647
General and administrative	20,716	18,580
Depreciation	13,959	12,993
Total Operating Expenses	<u>94,495</u>	<u>90,280</u>
OPERATING INCOME	6,900	9,930
NONOPERATING REVENUES (EXPENSES)		
Investment and other income	3,044	2,654
Grant revenue	423	457
Distribution to General Fund - City of Fort Pierce	(6,125)	(6,139)
Interest expense	(3,044)	(3,077)
TCEC expenses	(2,285)	(1,828)
Gain (Loss) on Disposal of Capital Assets	29	(122)
Storm expenses	(264)	(19)
Total Nonoperating Revenues (Expenses)	<u>(8,222)</u>	<u>(8,074)</u>
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(1,322)	1,856
Capital contributions	2,402	1,666
Capacity reductions	(901)	(1,374)
Total Contributed Capital	<u>1,501</u>	<u>292</u>
INCOME BEFORE EXTRAORDINARY ITEMS	179	2,148
Extraordinary Income (Expense)	97	(1)
CHANGE IN NET POSITION	276	2,147
Net Position - Beginning of Year	<u>189,833</u>	<u>187,686</u>
Net Position - End of Year	<u>\$ 190,109</u>	<u>\$ 189,833</u>

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Statement of Cash Flows
Year Ended September 30, 2019
(With comparative totals for the year ended September 30, 2018)
(Dollars in Thousands)

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 99,949	\$ 97,537
Receipts from other sources	3,373	3,605
Payments to suppliers for goods and services	(56,097)	(55,319)
Payments to employees for services	(14,305)	(12,998)
Payments for benefits on behalf of employees	(8,679)	(7,440)
Net cash provided by operating activities	24,241	25,385
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Increase (decrease) in payable to City of Fort Pierce	56	56
Proceeds received for Grants and Storm damages	159	561
Payments for other non-operating activities	(2,466)	(1,828)
Distribution to General Fund - City of Fort Pierce	(6,125)	(6,139)
Net cash used by noncapital financing activities	(8,376)	(7,350)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(13,765)	(13,795)
Proceeds from sale of assets	2,427	-
Capital contributions	2,334	1,203
Proceeds from issuance of debt	-	138
Bond principal payments	(5,897)	(5,846)
Bond interest payments	(1,793)	(1,607)
Payment on capital lease obligation	(24)	127
Net cash used by capital and related financing activities	(16,718)	(19,780)
CASH FLOWS FROM INVESTING ACTIVITIES		
Decrease in value of PGP Investment	(69)	(58)
Interest on investments and other non-operating income	3,044	2,669
Net cash provided by investing activities	2,975	2,611
Net Increase (Decrease) in Cash and Cash Equivalents	\$ 2,122	\$ 866

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Statement of Cash Flows
Year Ended September 30, 2019
(With comparative totals for the year ended September 30, 2018)
(Dollars in Thousands)

	2019	2018
Net Increase (Decrease) in Cash and Cash Equivalents	\$ 2,122	\$ 866
Cash and Cash Equivalents at Beginning of Year	54,683	53,817
Cash and Cash Equivalents at End of Year	\$ 56,805	\$ 54,683
Current equity in pooled cash and investments	\$ 30,506	\$ 28,616
Restricted equity in pooled cash and investments	19,895	19,688
Restricted cash with fiscal agent	6,404	6,379
Total Cash and Cash Equivalents	\$ 56,805	\$ 54,683
RECONCILIATION OF OPERATING INCOME TO NET		
CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income	\$ 6,900	\$ 9,930
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense	13,959	12,993
Inventory adjustment / gain assets / pension expense	2,067	397
(Increase) decrease in accounts receivable	271	669
(Increase) decrease in unbilled revenue	1,085	(680)
(Increase) decrease in inventories and other current assets	290	(182)
Increase (decrease) in liabilities deferred & customer deposits	600	2,317
Increase (decrease) in accounts payable	(1,008)	4
Increase (decrease) in compensated absences	196	47
Increase (decrease) in other post employment benefits	(7)	114
Increase (decrease) in deferred revenues	(112)	(224)
	\$ 24,241	\$ 25,385
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES:		
Accretion of Capital Appreciation Bonds	\$ 1,273	\$ 1,443
Contributions of capital assets	68	463
Amortization of deferred loss on refunding and bond discounts	23	23

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The voters of the City of Fort Pierce, Florida authorized the organization of the Fort Pierce Utilities Authority (FPUA) at a special election held May 30, 1972. FPUA commenced operations as of June 30, 1972, and is currently responsible for management and operation of the combined Electric, Water, Wastewater, and Gas Systems, Treasure Coast Energy Center, FPUAnet Communications, and the Manatee Observation and Education Center. The City Charter, Article XII, defines the powers, duties, and responsibilities of FPUA. The members of FPUA's governing board are appointed and may be removed from office by the Fort Pierce City Commission. FPUA's budget is subject to approval by the City Commission, as are rates for service.

The accounts at September 30, 2019, and for the year then ended, of the various utility systems of FPUA are included as a discretely presented component unit of the City of Fort Pierce, Florida, financial statements. FPUA has no component units.

Basis of Presentation

The accounts of FPUA are an enterprise fund. An enterprise fund is a Proprietary type fund used to account for operations (a) that are financed and operated in a manner similar to private business enterprises -- where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied. The accompanying financial statements are reported using the "economic resources measurement focus," and the "accrual basis of accounting." Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

Accounting Standards Adopted

During fiscal year 2018, the following new accounting standard was implemented:

GASB Statement No. 75 – Accounting and Financial Reporting for Post Employment Benefits Other Than Pensions This Statement establishes standards for governmental employer recognition, measurement, and presentation of information about OPEB. It also establishes requirements for reporting information about financial support provided by certain nonemployer entities for OPEB that is provided to the employees of other entities.

During fiscal year 2019, the following new accounting standard was implemented:

GASB Statement No. 89 – Accounting for Interest Cost Incurred before the End of a Construction Period This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of the capital asset.

Budget Process

FPUA is required to prepare, adopt, and furnish a copy to the City Commission of the City of Fort Pierce an annual budget at least 45 days prior to the beginning of the next fiscal year. The annual budget and any amendments thereto shall be in effect when approved by FPUA and when any line item expense has not been disapproved by four-fifths (4/5) vote of the City Commission within 30 days of submission. The budget is prepared on the accrual basis. The budget and amendments thereto, for the year ended September 30, 2019, have been approved according to the above procedures.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position

Pooled Cash and Investments - FPUA, for accounting and investment purposes, pools its cash and investments. Cash and cash equivalents are considered to be cash on hand, demand deposits, deposits with Insured Cash Sweep and Florida PRIME, a money market account, and certificates of deposit with original maturities of twelve months or less from the date of acquisition.

In accordance with GASB 31, investments are stated at fair value based on per share prices. The State Board of Administration (SBA) Florida PRIME Local Government Surplus Fund is considered to be a “2a-7 like” investment, and is accounted for at fair value for financial reporting ([See Note B](#)). Florida PRIME has a current rating by Standard and Poor’s of AAAM. There is a risk of loss on these investments based upon the fluctuation of interest rates and lengths of maturity. Florida PRIME is not a registrant with the Securities and Exchange Commission (SEC); however the Board has adopted operating procedures consistent with the requirements for a 2a-7 fund.

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

Unbilled Receivables - These receivables represent the estimated amount of accounts receivable for services that have not been billed as of the balance sheet date. The amounts are a result of a timing difference between the end of the financial statement cycle (month end) and the billing cycle (various dates within the month for each billing period).

Inventories - Inventories of fuel, supplies, construction materials, and utility plant replacement parts are recorded at weighted average cost. The cost of such inventories is recorded on the consumption method as expenses or additions to Construction Work in Progress when used rather than when purchased.

Utility Plant - Utility plant is stated at historical cost for items constructed or acquired by purchase. Donated or contributed capital assets are recorded at the value of acquisition on the date received as contributed capital. Utility plant assets are defined by FPUA as assets with an initial, individual cost of \$5,000 or more and an estimated useful life of three years or more.

Depreciation of all exhaustible utility plant assets, including those acquired through intergovernmental grants externally restricted to capital acquisitions, is charged as an expense against operations. Accumulated depreciation is reported on the balance sheet. Depreciation is calculated using the straight line method over the following estimated useful lives:

Transmission, distribution, and collection systems	5-60 years
Equipment	3-40 years
Structures and improvements	3-55 years

Deferred Outflows/Inflows of Resources - The financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until the period in which the expense belongs. Similarly, *deferred inflows of resources*, represents an accumulation of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until FPUA reaches the period to which the resources belong.

FPUA has the following items reported under this section:

- Deferred Pension Outflows and Inflows in accordance with GASB No. 68.
- Deferred Amount on Debt Refunding resulted from the difference in the carrying value of refunded Revenue Bonds Series 2002 and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Purchased Power and Gas Over-Recovery. Purchased power and gas costs greater or less than the amount included in the base rates are charged or credited to FPUA's customers. At the end of the fiscal year, FPUA has recorded a deferred inflow of resources for the balance of these over-recoveries.
- Deferred Inflows for Other Post Employment Benefits in accordance with GASB No. 75.

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

City of Fort Pierce Retirement and Benefit System – For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Fort Pierce Retirement and Benefit System (the System) and additions to/deductions from the System’s fiduciary net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position – FPUA’s equity is presented as net position and displayed in six components:

- Net Investment in Capital Assets – Consists of capital assets, contributed capital assets and capital leases, net of accumulated depreciation and reduced by the outstanding balances of any bonds, and related debt that is attributable to the acquisition, construction, or improvement of those assets. [See Note C.](#)
- Restricted Capital Improvement Charges – Consists of the unspent Capital Improvement Charges (CICs) collected in the Electric, Water and Wastewater Systems. The respective balances as of September 30, 2019 are \$380, \$2,453, and \$1,322. Electric CIC’s are used to fund the cash outlay or debt service associated with the expansion of Electric Substations and Electric Transmission & Distribution Systems. In the Water and Wastewater Systems, CICs are used to fund the cash outlay or debt service associated with specific expansion and growth related projects.
- Restricted for Debt Service – Consists of \$5,457 in net position set aside for payment of principal and interest on the 2009 Utilities Revenue Refunding Bonds and additional amounts in accordance with FPUA’s Master Bond Resolution, as revised in 2012.
- Restricted for Emergencies – Consists of \$900 in net position, set aside for emergencies which is limited to paying for repairs or replacements of FPUA capital assets damaged or destroyed by a disaster.
- Restricted for Renewals and Replacements – Consists of \$500 in net position which is limited to paying for the cost of extensions, enlargements or additions to or the replacement of FPUA capital assets.
- Unrestricted – All other net position that does not meet the definition of “restricted” or “net investment in capital assets”.

Operating Revenues and Expenses - Operating revenues and expenses generally result from providing services in connection with FPUA’s principal ongoing operations. The principal operating revenues of FPUA consists of charges to customers for sales of electricity, water and natural gas and services including wastewater collection, FPUA net Communications services, and operation of the Manatee Observation and Education Center (MOEC). Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

Capacity Reductions – Water and wastewater service capacity is obtained through payment of Capital Improvement Charges. Property developers in the FPUA service territory have executed amended supply agreements in order to take advantage of FPUA's Capacity Reduction Option. Customers exercising this option can apply payments previously made for Capital Improvement Charges toward payment of Guaranteed Revenue Charges (GRCs, for capacity reserved for unconstructed units) incurred since the original agreements were signed. The Capacity Reduction Option is beneficial to the Developer because although future capacity is reduced, they can pay outstanding GRCs and resume construction with little or no out of pocket cost, while bringing customer growth to FPUA. Any future need for additional capacity must be obtained through payment of Capital Improvement Charges at prevailing rates.

These transactions are recorded in the accompanying financial statements as an increase in operating revenue along with the corresponding reduction in capital contributions in the amount of \$901.

Comparative data

Certain reclassifications have been made in order to provide a consistent and comparative understanding of the changes in the financial position and the results of operations of FPUA.

Subsequent Events

Management has performed an analysis of the activities and transactions subsequent to September 30, 2019 to determine the need for any adjustments to and/or disclosures within the audited financial statements for the year ended September 30, 2019. Management has performed their analysis through February 18, 2020.

NOTE B – POOLED CASH AND INVESTMENTS

Cash Deposits with Financial Institutions - Florida Statutes require state and local governmental units to deposit monies with a financial institution classified as a "Qualified Public Depository". A Qualified Public Depository is defined as a bank or savings association that has a branch office authorized to receive deposits in Florida, is FDIC insured, meets the requirements of Chapter 280 of the Florida Statutes, and has been so designated by the office of Florida's Chief Financial Officer. FPUA had cash deposits only with qualifying institutions as of September 30, 2019. At year-end, FPUA's carrying amount of deposits was \$1,219 and the bank balance was \$311.

Investments – The following investments are considered cash equivalents for purposes of the Statement of Cash Flows ([see Note A](#)). FPUA's investments held throughout the year are principally the same as the investments held as of September 30, 2019. Due to fluctuations in

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

cash flows, FPUA maintains investments in an Insured Cash Sweep account. The interest income generated on these investments including any gain on investment, for the year ended September 30, 2019, was \$503.

As of September 30, 2019, FPUA had the following investments:

<u>Investment</u>	<u>Fair Value</u>
Seacoast Bank Sweep	\$ 33,120
PNC Money Market	7,196
State Board of Administration - Florida PRIME	5,532
CenterState Bank Certificates of Deposit	1,776
Seacoast Bank Certificate of Deposit	<u>1,546</u>
Total	<u>\$ 49,170</u>

Interest Rate Risk - As a means of limiting its exposure to fair value losses arising from fluctuating interest rates, FPUA's investment policy permits a shifting in the maturity of debt obligations based upon the historical trend in interest rates.

Credit Risk - FPUA is authorized by Resolution to invest in:

- (1) Local Government Surplus Funds Trust Funds.
- (2) Negotiable direct obligations of the United States Government, or obligations, the principal and interest of which are unconditionally guaranteed by the United States Government.
- (3) Obligations of the federal farm credit banks, the Federal Home Loan Mortgage Corporation, including Federal Home Loan Corporation participation certificates, or the Federal Home Loan Bank or its district banks, or obligations guaranteed by the Government National Mortgage Association, U.S. Treasury, agencies, and instrumentalities.
- (4) Repurchase agreements secured by the types of investments listed above, restricted as to acquisition, term, and market value.
- (5) Interest-bearing time deposits or savings accounts in banks organized under the laws of this state, in national banks organized under the laws of the United States and doing business and situated in this state, in savings and loan associations which are under state supervision, or in federal savings and loan associations located in this state and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law.
- (6) Deposits and certificates of deposit in out-of-state banks, savings and loan associations, and other regulated financial institutions insured by the FDIC.

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

- (7) Full faith and credit direct general obligations of any state, or unlimited tax direct obligations of any political subdivision thereof, to the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by a nationally recognized rating agency.

Concentration of Credit Risk - FPUA places no limit on the amount that may be invested with any one issuer. A combined 79% of FPUA's investments are in Insured Cash Sweep and Florida PRIME.

NOTE C – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2019 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets, not being depreciated:				
Land	\$ 9,947	\$ 5	\$ (396)	\$ 9,556
Construction Work In Progress	18,052	12,650	(13,219)	17,483
Total Utility Plant, not being depreciated	27,999	12,655	(13,615)	27,039
Capital Assets, being depreciated:				
Transmission, distribution and collection systems	349,610	9,763	(8,922)	350,451
Equipment	57,637	1,901	(2,925)	56,613
Structures and improvements	38,451	2,597	(76)	40,972
Total Utility Plant being depreciated	445,698	14,261	(11,923)	448,036
Less accumulated depreciation for:				
Transmission, distribution and collection systems	(196,701)	(10,817)	6,919	(200,599)
Equipment	(38,545)	(2,268)	2,925	(37,888)
Structures and improvements	(24,623)	(874)	76	(25,421)
Total accumulated depreciation	(259,869)	(13,959)	9,920	(263,908)
Total Capital Assets, being depreciated, net	185,829	302	(2,003)	184,128
Total Capital Assets, net	\$ 213,828	\$ 12,957	\$ (15,618)	\$ 211,167

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

Construction work in progress at September 30, 2019, consists principally of expansions and upgrades to the electric transmission and distribution system, water supply and distribution system, wastewater collection and treatment system, and gas distribution system.

Depreciation expense was charged to the utility systems as follows:

Water	\$ 5,542
Electric	4,292
Wastewater	3,637
Gas	413
FPUAnet Communications	64
Manatee Observation and Education Center	<u>11</u>
	<u>\$ 13,959</u>

Net Investment in Capital Assets, the primary component of Net Position, is calculated as follows. The balance as of September 30, 2018 has been restated to conform to this methodology.

Total Capital Assets, net of Accumulated Depreciation	\$ 211,167
Principal Balance of Series 2009 Revenue Bonds	(32,335)
Series 2009 Debt Service Reserve funded with Debt	3,480
Principal Balance of Series 2016 Revenue Bonds	(8,776)
Deferred Amount on Series 2016 Debt Refunding	97
Proceeds from Series 1999B Capital Appreciation Bonds	(10,223)
Bond Discounts on Series 2009 and 2016 Bonds	42
Accounts Payable Attributable to Capital Assets	(2,583)
Retainages Payable	(228)
Capital Lease	<u>(114)</u>
Net Investment in Capital Assets	<u>\$ 160,527</u>

NOTE D – RESTRICTED ASSETS

Certain assets are restricted by bond resolution; additionally, some assets have been classified as restricted in accordance with governmental accounting standards for enterprise funds and utility industry accounting practices.

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(Dollars in Thousands)

FPUA's restricted assets consist of equity in pooled cash and investments and cash with fiscal agent in the following accounts:

Principal and interest accounts	\$ 6,806
Capital Improvement Charges	4,155
Customer security deposits	8,481
Debt Service reserve	5,457
Emergency reserve	900
Renewal and replacement reserve	500
	<u>\$ 26,299</u>

NOTE E – RETIREMENT AND BENEFIT SYSTEM

General Information about the Plan

Plan Description

The City of Fort Pierce Retirement and Benefit System (the System) is a cost-sharing multiple employer Public Employees Retirement System (PERS) defined benefit plan administered by the City of Fort Pierce, covering all municipal employees, including employees of FPUA. Except for the Director of Utilities, participation in the System is compulsory for all employees of FPUA. Employees working more than 25 hours per week are required to participate upon employment. A Deferred Retirement Option Plan (DROP) is offered.

Benefits Provided

The plan provides retirement, termination, disability, and death benefits to all full time employees. Upon retirement, members are entitled to an annual retirement benefit (payable monthly), of total service times 3.0% of final average salary, based upon the highest five consecutive years of the last ten years, with a maximum of \$100,000 per year. Benefits may be payable for life or based on one of five options and name a survivor pension beneficiary.

Normal Retirement - Eligibility occurs at 25 years of service regardless of age, or at age 60 (55 for police officers) with 5 years of service. Retirees receive of 3% of final average salary times total service.

Non-Duty Disability Retirement - Benefits occur after 5 years of service; computed as a normal retirement based upon service and final average salary at date of disability.

Duty Disability Retirement - No service requirement; computed as a normal retirement based upon service projected to the end of the duty disability period and final average salary at the time of disability.

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Non-Duty Pre-Retirement Death Benefit - Benefits occur after 5 years of service; computed as a normal retirement but actuarially reduced in accordance with a 100% joint and survivor election.

Duty Pre-Retirement Death Benefit - No age of service requirement; benefits begin upon termination of workers compensation; benefits paid at the same amount that was paid by workers' compensation to the spouse until death, or to unmarried children under 18 and dependents of parents.

Deferred Retirement Option Plan - Eligibility is based on normal retirement. The maximum participation period is 5 years, but not beyond 30 years of service. The benefit is calculated as normal retirement but based on service and final average salary at the date of the DROP election. Member contributions cease and monthly benefits accumulate in a self-directed DROP account and are payable upon termination of employment

The September 30, 2018 valuation reflects the restoration of the 5-year vesting requirement from 10 years for members hired after October 1, 2012, resulting in a small increase in Total Pension Liability. Changes to benefits may be made with the approval of the Fort Pierce City Commission.

Contributions

Per the City of Fort Pierce Code of Ordinances, Ch. 13, Art. II, Div. 1, Sec. 13-40, FPUA employees are required to contribute 6.16% of their annual salary to the System. FPUA is required to contribute amounts actuarially determined annually which, together with member contributions, are sufficient to fund the System. Contributions to the System by FPUA were \$2,717 for the year ended September 30, 2019.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2019, FPUA reported a liability of \$11,606 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of September 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of September 30, 2018. The total pension liability was rolled-forward from the valuation date to the plan year ending September 30, 2019. FPUA's proportionate share of the net pension liability was based on FPUA's present value of projected long-term contributions. At September 30, 2019, FPUA's proportionate share was 48.01%, which was a decrease of 0.47% from its proportion measured as of September 30, 2018.

For the fiscal year ended September 30, 2019, FPUA recognized pension expense of \$4,921. FPUA has recorded beginning and ending accruals which may differ from reporting by the System. At September 30, 2019, FPUA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

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	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 132	\$ 403
Changes of assumptions	1,733	-
Net difference between projected and actual earnings on pension plan investments	4,016	2,553
Changes in proportion and difference between FPUA contributions and proportionate share of contributions	-	38
	<u> </u>	<u> </u>
Total	<u>\$ 5,881</u>	<u>\$ 2,994</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:	
2020	\$1,156
2021	329
2022	436
2023	966
Thereafter	-

Actuarial assumptions

Actuarially determined contribution rates are calculated as of September 30, which is 12 months prior to the beginning of the fiscal year in which contributions are reported. The total pension liability in the September 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Cost Method	Individual Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	2-30 years as of September 30, 2017
Asset Valuation Method	4-Year smoothed market
Wage Inflation	4.00%
Salary Increases	4.0% to 6.5% including inflation
Investment Rate of Return	7.75%
Long-Term Municipal Bond Rate	2.75% (3.83% in 2018)

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The Florida Retirement System (FRS) mortality table, which use variations of the fully generational RP-2000 Mortality Tables with projection scale BB, were used. Based on these assumptions, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members.

Investments are reported at fair value and are managed by third party money managers. Investments that do not have established market values are reported at estimated fair market value. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Large Cap Equity	26%	4.75%
Small/Mid Cap Equity	12%	5.00%
Global Ex-US Equity	25%	5.00%
Domestic Fixed Income	27%	0.50%
Real Estate	10%	4.00%
Total	<u>100%</u>	

Discount Rate

A single discount rate of 7.75% is used to measure the total pension liability. This single rate was based on the expected rate of return on pension plan investments of 7.75%. The projection of cash flows used to determine this single discount rate assumes that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of FPUA's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents FPUA's proportionate share of the net pension liability calculated using the discount rate of 7.75%, as well as what the FPUA's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.75%) or one percentage point higher (8.75%) than the current rate:

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	<u>1% Decrease (6.75%)</u>	<u>Current Single Discount Rate (7.75%)</u>	<u>1% Increase (8.75%)</u>
FPUA's proportionate share of the Net Pension Liability	\$ 23,855	\$ 11,606	\$ 1,286

Pension Plan Fiduciary Net Position

Detailed information about the System's fiduciary net position is included in the financial statements of the City of Fort Pierce, which can be found on the city's website, www.cityoffortpierce.com. The System does not issue a stand-alone financial report.

Payables to the Pension Plan

At September 30, 2019, FPUA reported a payable in the amount of \$61, for outstanding contributions to the Pension Plan.

NOTE F – EMPLOYEE HEALTH PLAN (the Plan)

FPUA has been a self-insurer for health and accident claims of their employees, retirees and their families since January 1, 2000. Payments of claims under the Plan are administered by Blue Cross Blue Shield of Florida (Florida Blue). Employee contributions to the Plan are made biweekly. Any benefit claims, up to the stop loss amounts, are paid by FPUA. Claims in excess of the stop loss amounts are underwritten by an insurer. The individual stop loss amount is \$125 and \$5,150 in the aggregate for calendar year 2019.

As of September 30, 2019, FPUA had estimated incurred unpaid claims of \$345. This liability does not include Dental Claims liability. This amount has been calculated based on the results of an actuarial analysis of the Plan, plus claims incurred prior to year-end but paid by FPUA subsequent to year-end.

Changes in FPUA's claim liability balance during the past two fiscal years were as follows:

Fiscal Year	<u>Beginning of Fiscal Year Liability</u>	<u>Contributions/ Changes in Estimates</u>	<u>Claims/ Fees Payments</u>	<u>Balance at Fiscal Year End</u>
2018	\$ 495	\$ 4,726	\$ 4,696	\$ 525
2019	525	4,917	5,097	345

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NOTE G—POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

General Information about OPEB

Benefit description. FPUA provides certain healthcare benefits for all full-time and retired employees and their families, as a single-employer ([see Note F](#)). All FPUA employees are eligible for those benefits while working for FPUA. FPUA establishes the benefits available to its employees and retirees and may amend the benefits as business conditions and statutory requirements change. In accordance with Florida Statutes, FPUA allows their retirees to participate in the same Plan offered to their active employees. Although retirees pay an amount equivalent to the full cost of the benefit, FPUA must account for the implicit cost. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Employees covered by benefit terms. At September 30, 2019, the following employees were covered by the benefit terms:

Active employees	278
Inactive employees or beneficiaries currently receiving benefits	<u>50</u>
	<u>328</u>

Total OPEB Liability

FPUA's total OPEB liability of \$989 was measured as of September 30, 2019, and was determined by an actuarial valuation as of that date.

Actuarial assumptions and other inputs. The total OPEB liability in the September 30, 2019 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	1.50% per annum
Salary increases	2.50% per annum
Discount rate	2.66% per annum (4.24% for 2018)
Healthcare cost trend rates	5.5% for 2019, decreasing 1.0% per year to an ultimate rate of 4.5% (6.5% for 2018)
Retirees' share of benefit-related costs	Retiree pays the \$826.06 monthly premium for individual coverage and \$1,652.11 for retiree plus spouse coverage.

The discount rate was based on the Bond Buyer's 20-Bond GO Index.

Mortality rates were based on the 2017 PPA Mortality Table (RP-2014, base year 2006, adjusted to 2017 with Mortality Improvement Scale MP-2016).

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The actuarial assumptions used in the September 30, 2019 valuation were based on the results of the October 1, 2017 Actuarial Valuation of the Fort Pierce Utilities Authority Retiree Medical Plan.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at September 30, 2018	\$ 856
Changes for the year:	
Service cost	27
Interest	37
Differences between Expected and Actual Experience	133
Implicit Rate Subsidy	<u>(64)</u>
Net changes	<u>133</u>
Balance at September 30, 2019	<u><u>\$ 989</u></u>

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the FPUA, as well as what FPUA's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.66%) or 1-percentage-point higher (3.66%) than the current discount rate:

	1% Decrease (1.66%)	Discount Rate (2.66%)	1% Increase (3.66%)
Total OPEB liability	\$1,100	\$989	\$896

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of FPUA, as well as what FPUA's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (4.5%) or 1-percentage-point higher (6.5%) than the current healthcare cost trend rates:

	1% Decrease (4.5%)	Healthcare Cost Trend Rates (5.5%)	1% Increase (6.5%)
Total OPEB liability	\$874	\$989	\$1,128

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OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2019, FPUA recognized an OPEB expense of \$12. At September 30, 2019, FPUA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 133	\$ 50
Current Recognition of Deferred Amounts	<u>(19)</u>	<u>(13)</u>
Total	<u>\$ 114</u>	<u>\$ 37</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended September 30:

2020	\$24
2021	24
2022	24
2023	24
2024	24
Thereafter	165

NOTE H – COMPENSATED ABSENCES

Current policy allows each employee eligible for vacation leave, to accumulate a maximum of 30 days of vacation at the close of the last pay period of the fiscal year. Employees are paid up to 45 days of unused vacation leave at current hourly rates upon separation from the company. Employees who are eligible for sick leave are allowed unlimited accumulation. Upon termination, employees having at least 3 and less than 10 years of continuous service with FPUA will receive pay for 1/2 of their accumulated sick leave balance up to a maximum of 45 days. Those employees having at least 10 years of continuous service with FPUA will receive pay for their accumulated sick leave balance up to a maximum of 90 days.

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Accrued liabilities, based on hourly rates at September 30, 2019, have been reflected in the accounts of FPUA for vested (not contingent on employee future service) vacation and sick leave benefits. The amount considered payable within one year is determined based upon five-year averages of the amount accrued for use by employees, and the amount actually used. FPUA assumes that leave earned last is used first or LIFO (last in first out). If employees are using, on average, less than they are earning, then the entire liability is considered long-term. Conversely, if the averages indicate that employees are taking more leave than they are earning, then a portion of the liability is considered current.

At September 30, 2019 the liability was:

	Total Liability	Due Within One Year
Vacation leave	\$ 774	\$ -
Sick leave	<u>1,436</u>	<u>-</u>
	<u>\$2,210</u>	<u>\$ -</u>

Annually, FPUA offers its employees the opportunity to receive payment for up to 6 days of unused sick leave, calculated at current hourly rates, providing certain established criteria have been met. This sick leave conversion plan is intended to provide incentive for sick leave to be used only when necessary. During the year ended September 30, 2019, \$66 was paid to employees electing this option.

FPUA also offers its employees the opportunity to sell back a portion of their accumulated sick leave, calculated at current hourly rates, providing certain established criteria have been met. Employees may elect to convert up to a maximum of 90 days of sick leave which will reduce their amount payable upon separation. During the year ended September 30, 2019, \$62 was paid to employees electing this option.

In addition, all employees have two opportunities per fiscal year to convert up to one half of their annual vacation accrual to cash and will reduce their amount payable upon separation. During the year ended September 30, 2019, \$26 was paid to employees electing this option.

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Notes to Financial Statements

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NOTE I – CONSTRUCTION AND OTHER SIGNIFICANT COMMITMENTS

FPUA has entered into contracts for the construction or renovation of various system assets as follows:

<u>Upgrade and Expansion</u>	<u>Project Authorization</u>	<u>Expended to Date</u>	<u>Remaining Commitment</u>	<u>Required Further Financing</u>
Wastewater	\$ 5,332	\$ 2,655	\$ 2,677	None
Water	1,767	694	1,073	None
Electric	315	142	173	None
Gas	290	173	117	None
Administration	59	20	39	None
	<u>\$ 7,763</u>	<u>\$ 3,684</u>	<u>\$ 4,079</u>	

In addition, FPUA enters into unit price contracts for the construction or renovation of system assets. These contracts are not firm commitments, and the contractors are utilized as needed. As of September 30, 2019, costs of \$300 were authorized under these contracts, \$76 had been spent, and authorized amounts of \$224 remained.

FMPA All-Requirements Power Supply Project

As of January 1, 1998, FPUA became a participant in the Florida Municipal Power Agency's (FMPA) All-Requirements Power Supply Project (hereinafter referred to as ARP). FPUA has agreed to purchase all capacity and energy necessary for their electric system from FMPA's ARP during the term of the contract. The contract is a 30 year evergreen, automatically renewing on October 1 of each year unless notification is provided one year prior to the automatic extension date.

Prior to being involved in the ARP, FPUA had Project Support Contracts and Power Sales Contracts with FMPA regarding Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2, coal-fired plants constructed by the Orlando Utilities Commission. FPUA's resources, which have been assigned, include the contracts with FMPA related to Stanton Unit No. 1 and Stanton Unit No. 2, and to part of the contract with Florida Gas Transmission for the purchase of firm capacity natural gas (See below). The contracts related to the St. Lucie Project, also detailed below, have not been assigned; however, as of January 1, 1998, FPUA's share of transmission costs related to the St. Lucie Project has been assigned to the ARP.

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FMPA St. Lucie Project

FPUA has entered into agreements with FMPA, of which it is a member, and with certain other members of FMPA, for entitlement to capacity, energy, and transmission services from Florida Power & Light's (FP&L) St. Lucie Unit No. 2 (the Unit) which is located on South Hutchinson Island near Fort Pierce, and through a reliability exchange agreement related to St. Lucie Unit No. 1, located at the same site. Pursuant to a Power Sales Contract and a Project Support Contract, FPUA has acquired an entitlement share of FMPA's allocation of these services. The Power Sales Contract requires payments for each month in which capacity, energy, or transmission services are available from the St. Lucie Project. Payments due each month are based upon an annual budget. Once each year, the excess or deficiency of payments related to actual cost is calculated and applied to the next year's monthly statements from FMPA to FPUA.

The Power Sales Contract will remain in effect until the latest of (i) the date that the principal, premium, if any, and interest on all bonds have been paid, or funds are set aside for the payment thereof; (ii) the date the Unit is decommissioned or finally disposed of as an electric generating unit pursuant to the Participation Agreement, or FMPA's interest in the Unit is terminated pursuant to the Participating Agreement or otherwise disposed of; or (iii) the date all obligations of FMPA under the Participation Agreement have been paid, performed, or provided for.

In any month when electric capacity, energy, or transmission services are not made available to FPUA, payment is made to FMPA under a Project Support Contract in a like amount as would have been due under the Power Sales Contract.

Purchases under these contracts are accounted for as operating expenses by FPUA. Total cost included in operating expenses for FY 2018 and FY 2019 was \$8,135 and \$8,146 respectively. FPUA is committed under the agreements to payments of \$7,862 for the year ending September 30, 2020.

Florida Gas Transmission

FPUA executed an All Requirements Gas Services Agreement with Florida Gas Utility (FGU) on January 15, 2002. As a member of the All Requirements project, FPUA is required to purchase natural gas and the firm capacity needed for its delivery through FGU. The firm capacity of natural gas is the availability of the pipeline required to transport the natural gas to FPUA. This agreement will remain in effect until cancelled by FPUA.

On July 3, 2012, FPUA acquired additional firm capacity from the City of Sunrise, Florida in order to meet the needs of new industrial customers. This agreement will remain in effect until cancelled by FPUA. In FY 2016, additional firm capacity was made available from Florida Gas Transmission, and FPUA exercised rights to obtain this capacity. An additional 96,800 MMbtu of capacity was obtained. With this additional capacity, the amount of Sunrise capacity was reduced

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by 45,300 MMBtu via a revised interlocal agreement with the City of Sunrise. In FY 2019, FPUA will be entitled to firm capacity of 566,412 MMBtu, and will be committed to purchase 305,931 MMBtu of natural gas at an approximate cost of \$712. The amounts purchased under these contracts, for FY 2018 and FY 2019 were \$1,763 and \$1,717 respectively.

FMPA Treasure Coast Energy Center

FPUA has entered into an agreement with FMPA to manage, operate, and maintain their facility located in St. Lucie County near Fort Pierce. The Treasure Coast Energy Center (TCEC) is a natural gas fueled power generation site. The initial terms of this agreement commenced on July 24, 2007 and expired on September 30, 2011, after which the agreement became a one-year evergreen. The agreement is extended annually and was for the year ended September 30, 2019.

TCEC employees are on the payroll of FPUA and all costs associated with them are reimbursed bi-weekly by FMPA. TCEC employee costs and revenue for FY 2018 and FY 2019 totaled \$1,828 and \$2,285 respectively.

NOTE J – RISK MANAGEMENT

FPUA is exposed to various other risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which FPUA carries commercial insurance. Settled claims resulting from these risks have not exceeded the commercial insurance coverage plus FEMA and State reimbursements in any of the past three fiscal years.

NOTE K – CAPITAL LEASE

On January 1, 2018, FPUA entered into a lease with Pitney Bowes and committed to a new five-year capital lease for equipment and software used for billing and mailing. The equipment has been capitalized at its fair market value (FMV) of \$154. As of September 30, 2019, the FMV less accumulated amortization was \$100. The effective interest/maintenance expense for the year ended September 30, 2019 was \$21. The following table is a schedule by year of future minimum lease obligations together with the present value of the net minimum lease payments as of September 30, 2019.

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<u>Year Ending September 30</u>	<u>Amount</u>
2020	\$ 45
2021	46
2022	46
2023	<u>11</u>
Total minimum lease payments	148
Less amounts representing interest	<u>(34)</u>
 Present Value of Minimum Lease Payments	 <u>\$ 114</u>

NOTE L – REVENUE BONDS PAYABLE

Revenue Bonds Payable at September 30, 2019, consist of:

\$10,223 Utilities Revenue Capital Appreciation Bonds, Series 1999B, collateralized by pledge of and first lien on the net revenues of the combined systems, yield varying from 5.83% to 5.90%. The bonds were issued to finance the cost of acquiring and constructing additions, extensions and improvements to FPUA’s water and wastewater facilities, as well as to fund the increase in required reserves, and pay certain costs associated with the bond issuance. The accreted value at September 30, 2019 is \$22,612. The remaining principal to be paid totals \$26,020, in annual amounts ranging from \$4,335 to \$4,340 through October 1, 2024. \$22,612

\$34,800 Utilities Refunding Revenue Bonds, Series 2009, collateralized by pledge of and first lien on the net revenues of the combined systems, interest varying from 4.00% to 5.00%. The bonds were issued to pay the cost of refunding FPUA’s outstanding Florida Municipal Power Agency pooled loans, as well as to fund the increase in required reserves, and pay certain costs associated with the bond issuance. The remaining annual principal amounts range from \$1,310 to \$7,285 through October 1, 2029. 32,335

\$9,545 Utilities Refunding Revenue Bonds, Series 2016, collateralized by pledge of and first lien on the net revenues of the combined systems, interest at 2.14%. The bonds were issued to pay the cost of refunding the outstanding principal amount of FPUA’s Utilities Revenue Bonds Series 2002, as well as to fund the increase in required reserves, and pay certain costs associated with the bond issuance. The remaining annual principal amounts range from \$308 to \$3,451 are due through October 1, 2026. 8,776

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Total Revenue Bonds Payable at September 30, 2019	\$63,723
Less: Unamortized portion of revenue bond discounts	42
Current portion of revenue bonds payable	<u>5,953</u>
	<u>\$57,728</u>

Bonds payable are reported net of any applicable discounts. Bond discounts are deferred and amortized over the life of the bonds using the effective interest method.

Requirements to amortize all revenue bonds outstanding as of September 30, 2019 are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	5,953	1,645	7,598
2021	6,015	1,584	7,599
2022	6,076	1,519	7,595
2023	6,138	1,449	7,587
2024	6,210	1,377	7,587
2025-2029	29,454	4,278	33,732
2030	7,285	-	7,285
	<u>67,131</u>	<u>11,852</u>	<u>78,983</u>
Future accretion on capital appreciation bonds	<u>(3,408)</u>	<u>3,408</u>	<u>-</u>
	<u>\$ 63,723</u>	<u>\$ 15,260</u>	<u>\$ 78,983</u>

Significant Bond Covenants for Utilities Revenue Bonds

The Series 1999, 2009 and 2016 bond issues provide that FPUA accumulate monthly 1/6 of the amount of all interest due on the next semi-annual interest payment date, and 1/12 of the amount of principal due and payable on the next principal maturity date. Additionally, FPUA's Master Bond Resolution requires renewal and replacement, emergency reserve and debt service reserve subaccount funds with minimum requirements of \$500, \$900 and \$5,457, respectively. These reserves are funded in the amounts of \$500, \$900 and \$5,457 respectively, at September 30, 2019.

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Redemption Options Prior to Maturity

The Series 2016 Utilities Refunding Revenue Bonds maturing on October 1, 2026 with an interest rate of 2.14% are redeemable anytime at the option of FPUA. Any full or partial prepayment will carry a fee equal to the greater of (i) 1.00% of the principal balance multiplied by the number of years remaining or (ii) a 'Yield Maintenance Fee'.

The Series 2009 Bonds maturing on October 1, 2029 with an interest rate of 4.70% are redeemable prior to their stated date of maturity, at the option of FPUA, on or after October 1, 2014 at par plus accrued interest to the redemption date. The Series 2009 Bonds maturing on or after October 1, 2020 (excluding those maturing on October 1, 2029 with an interest rate of 4.70%) are redeemable prior to their stated date of maturity, at the option of FPUA, on or after October 1, 2019 at par plus accrued interest to the redemption date.

NOTE M – CHANGES IN LONG-TERM LIABILITIES

Long-term liability activity for the year ended September 30, 2019:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Revenue Bonds	\$ 68,347	\$ 1,273	\$ (5,897)	\$ 63,723	\$ 5,953
Bond Discounts	(48)		6	(42)	-
Net Pension Liability	7,408	4,198	-	11,606	-
Capital Leases	138	-	(24)	114	29
Compensated Absences	2,015	1,575	(1,379)	2,211	-
Other Postemployment Benefits	856	197	(64)	989	-
Long Term Liabilities	<u>\$ 78,716</u>	<u>\$ 7,243</u>	<u>\$ (7,358)</u>	<u>\$ 78,601</u>	<u>\$ 5,982</u>

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

NOTE N – DISTRIBUTION TO THE GENERAL FUND, CITY OF FORT PIERCE

As provided by Article XII, Section 178 of the Charter of the City of Fort Pierce, Florida, six percent of FPUA's utility systems gross revenues, as defined therein, is distributed to the City's General Fund on an annual basis. The distribution calculation is based on the preceding fiscal year's audited financial statements. The following is the computation of the amounts distributable to the General Fund during the year ending September 30, 2020:

Gross Revenue	\$ 106,490
Plus:	
Power Cost Adjustment	3,330
Capacity Reductions	901
Gas Piping and Appliance Costs	124
Loss on Disposals	68
	<u>110,913</u>
Less:	
FMPA O&M Contract Income	2,285
Capital Contributions	2,402
Manatee Observation and Education Center Operating Revenue	429
Grant Revenue	423
Purchased Gas Adjustment	303
Revenue for City Billing	187
Gas Piping and Appliance Revenue	183
Extraordinary income	97
	<u>9,129</u>
Adjusted Gross Revenue	<u>\$ 104,604</u>
Amount distributable to General Fund, City of Fort Pierce	<u>\$ 6,276</u>

NOTE O – TRANSACTIONS WITH THE CITY OF FORT PIERCE

As an enterprise fund of the City of Fort Pierce, transactions occur between FPUA and the City throughout the year in the ordinary course of operations. Below is a summary of significant transactions:

Metered and Non-metered Service Charges - FPUA bills the City on a monthly basis for all metered and non-metered services. Total amounts charged to the City for the year ended September 30, 2019, were \$1,784. Current accounts receivable from the City at September 30, 2019, totaled \$107.

FORT PIERCE UTILITIES AUTHORITY

Notes to Financial Statements

September 30, 2019

(Dollars in Thousands)

Sanitation, Clean Community Fees and Utility Tax Billings - Charges to City residents for sanitation services, clean community fees and utility tax are included on FPUA's monthly billing statements to customers as a service to the City. FPUA acts only as an agent, with all cash collections relating to these charges forwarded monthly to the City. The City is charged \$187 annually by FPUA to bill, collect and remit payment for sanitation services and clean community fees.

Disbursements made to the City by FPUA, including payments of utility tax, sanitation charges collected and other routine charges for the year ended September 30, 2019, were \$10,770. In addition, FPUA paid the September 30, 2018 General Fund distribution to the City in the amount of \$6,125. Amounts payable to the City at September 30, 2019, were \$1,112.

Vehicle Fuel - The City charges FPUA for fuel used by FPUA vehicles. FPUA reciprocates by permitting the City to fuel their vehicles as needed at FPUA pumps and in turn bills the City for fuel used in their vehicles.

NOTE P – EXTRAORDINARY ITEMS

FPUA transferred the ownership of the former site of the Henry D. King Power Plant to the Fort Pierce Redevelopment Agency (FPRA) on October 15, 2009. A grant awarded to the FPRA for the cleanup was not sufficient to cover the cost of remediation. Since then, the cost of the remediation activities was either paid by FPUA, or with loans obtained from the Treasure Coast Regional Planning Council by the FPRA. FPUA provided irrevocable letters of credit to secure these loans. As of November 26, 2018, all the loans have been repaid. The extraordinary income received by FPUA in FY 2019 of \$97 was paid by the FPRA from the net proceeds of the sale of a Voluntary Cleanup Tax Certificate, after repayment of the loans, as set forth in FPRA Resolution No. 18-02.



Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Schedule of Proportionate Share of the Net Pension Liability
For the City of Fort Pierce Retirement and Benefit System
(Dollars in Thousands)

Fiscal Year Ending September 30,	FPUA Proportion of the NPL	FPUA Proportionate Share of the NPL	FPUA Covered Payroll	NPL as a % of Covered Payroll	Plan Net Position as a % of Total Pension Liability
2019	48.01%	\$ 11,606	\$15,007	77.34%	89.42%
2018	48.48%	7,408	13,401	55.28%	93.12%
2017	50.75%	10,090	13,209	76.39%	90.74%
2016	44.84%	6,655	12,508	53.21%	92.51%
2015	41.74%	5,528	12,431	44.47%	92.95%
2014	41.74%	1,750	11,835	14.79%	98.20%

This schedule will show information for 10 years when that information is available.

Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Schedule of Proportionate Share of Employer Contributions
For the City of Fort Pierce Retirement and Benefit System
(Dollars in Thousands)

Fiscal Year Ending September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2019	\$ 2,717	\$ 2,717	\$ -	\$15,007	18.10%
2018	2,402	2,402	-	13,401	17.92%
2017	2,147	2,147	-	13,209	16.25%
2016	2,039	2,039	-	12,508	16.30%
2015	2,087	2,087	-	12,431	16.79%
2014	2,053	2,053	-	11,835	17.35%

This schedule will show information for 10 years when that information is available.

Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Other Postemployment Benefits (OPEB)
Schedule of Changes in Total OPEB Liability and Related Ratios
 Last Two Fiscal Years
 (Dollars in Thousands)

	<u>2019</u>	<u>2018</u>
Total OPEB liability		
Service cost	\$ 27	\$ 20
Interest	37	33
Differences between expected and actual experience	133	(51)
Implicit Rate Subsidy	<u>(64)</u>	<u>(41)</u>
Net change in total OPEB liability	133	(39)
Total OPEB liability - beginning	856	895
Total OPEB liability - ending	<u><u>\$ 989</u></u>	<u><u>\$ 856</u></u>
Covered - employee payroll	\$ 16,497	\$ 15,211
Total OPEB liability as a percentage of covered - employee payroll	6.00%	5.63%

This schedule will show information for 10 years when that information is available.

Statistical Section Contents

This part of the Fort Pierce Utilities Authority’s (FPUA) Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosure, and required supplementary information says about FPUA’s overall financial health. Statistical information for the current period, as well as nine years prior, is presented in this section. Historical data that is unavailable for the full nine years prior has been presented to include the earliest periods for which that information is readily accessible.

Contents	Page
<u>Financial Trends</u>	
These schedules contain trend information to help the reader understand how FPUA’s financial performance and well being has changed over time.	58-63
<u>Revenue Capacity</u>	
These schedules contain information to help the reader assess FPUA’s local revenue source.	67-74
<u>Debt Capacity</u>	
These schedules present information to help the reader assess FPUA’s debt burden and its ability to issue additional debt in the future.	76-79
<u>Demographic and Economic Information</u>	
This schedule offers demographic and economic indicators to help the reader understand the environment in which FPUA’s financial activities take place.	82-83
<u>Operating Information</u>	
These schedules contain service and infrastructure data to help the reader understand how the information in FPUA’s financial report relates to the services FPUA provides and the activities it performs.	86-94

Sources: Unless otherwise noted, the information in these schedules was obtained from the Comprehensive Annual Financial Reports for the relevant year.



Financial Trends

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position - Assets and Deferred Outflows

Last Ten Fiscal Years
(Dollars in Thousands)

	2019	2018	2017
ASSETS AND DEFERRED OUTFLOWS			
ASSETS			
Current Assets:			
Equity in Pooled Cash and Investments	\$ 30,506	\$ 28,616	\$ 26,661
Accounts Receivable, Net of Allowance for Uncollectible Accounts	7,549	7,820	8,489
Unbilled Receivables	5,221	6,306	5,626
Due from Other Governments	1,793	1,962	2,085
Inventories and Other Current Assets	4,501	4,723	4,514
Restricted Equity in Pooled Cash and Investments	13,038	12,831	13,946
Restricted Cash with Fiscal Agent	6,404	6,379	6,353
Total Current Assets	<u>69,012</u>	<u>68,637</u>	<u>67,674</u>
Noncurrent Assets:			
Capital Assets:			
Utility Plant in Service	457,592	455,645	446,447
Construction Work in Progress	17,483	18,052	20,124
Less Accumulated Depreciation	<u>(263,908)</u>	<u>(259,869)</u>	<u>(253,514)</u>
Total Capital Assets (net of Accumulated Depreciation)	211,167	213,828	213,057
Other Noncurrent Assets:			
Restricted Equity in Pooled Cash and Investments	6,857	6,857	6,857
FMPA Working Capital Receivable	1,919	1,919	1,919
Preliminary Survey	-	68	41
Investment in Public Gas Partners Pool	359	428	486
Total Other Noncurrent Assets	<u>9,135</u>	<u>9,272</u>	<u>9,303</u>
Total Assets	<u>289,314</u>	<u>291,737</u>	<u>290,034</u>
DEFERRED OUTFLOWS OF RESOURCES			
Advance Distribution to General Fund - City of Fort Pierce	-	-	-
Deferred Pension Outflow	5,881	4,772	7,979
Deferred OPEB Outflow	114	-	-
Deferred Amount on Debt Refunding	97	115	132
Total Deferred Outflows	<u>6,092</u>	<u>4,887</u>	<u>8,111</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS	<u><u>\$ 295,406</u></u>	<u><u>\$ 296,624</u></u>	<u><u>\$ 298,145</u></u>

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position - Assets and Deferred Outflows
Last Ten Fiscal Years
(Dollars in Thousands)

2016	2015	2014	2013	2012	2011	2010
\$ 23,163	\$ 27,712	\$ 29,371	\$ 32,533	\$ 30,179	\$ 27,588	\$ 20,395
9,072	8,149	7,256	7,137	7,438	7,683	8,089
5,432	5,534	5,959	5,380	5,260	5,352	5,771
424	422	447	447	547	547	661
4,546	5,009	4,877	4,716	4,679	4,672	5,119
22,349	20,757	20,306	14,483	13,991	13,789	13,354
1,083	1,308	1,300	7,471	7,819	7,681	7,666
<u>66,069</u>	<u>68,891</u>	<u>69,516</u>	<u>72,167</u>	<u>69,913</u>	<u>67,312</u>	<u>61,055</u>
434,848	423,324	414,941	411,561	406,146	397,577	386,310
22,547	24,768	20,472	15,750	15,485	15,958	22,300
<u>(241,651)</u>	<u>(231,252)</u>	<u>(219,917)</u>	<u>(210,951)</u>	<u>(199,294)</u>	<u>(184,610)</u>	<u>(171,752)</u>
215,744	216,840	215,496	216,360	222,337	228,925	236,858
6,857	6,703	6,703	6,703	6,703	6,703	6,703
1,919	1,919	1,919	1,919	1,919	1,919	1,919
41	6	29	29	30	80	23
537	587	624	658	830	841	864
<u>9,354</u>	<u>9,215</u>	<u>9,275</u>	<u>9,309</u>	<u>9,482</u>	<u>9,543</u>	<u>9,509</u>
<u>291,167</u>	<u>294,946</u>	<u>294,287</u>	<u>297,836</u>	<u>301,732</u>	<u>305,780</u>	<u>307,422</u>
-	1,251	1,250	-	-	-	-
4,891	3,689	-	-	-	-	-
-	-	-	-	-	-	-
151	-	-	-	-	-	-
<u>5,042</u>	<u>4,940</u>	<u>1,250</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>\$ 296,209</u>	<u>\$ 299,886</u>	<u>\$ 295,537</u>	<u>\$ 297,836</u>	<u>\$ 301,732</u>	<u>\$ 305,780</u>	<u>\$ 307,422</u>

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position - Liabilities, Deferred Inflows and Net Position
Last Ten Fiscal Years
(Dollars in Thousands)

	2019	2018	2017
LIABILITIES, DEFERRED INFLOWS AND NET POSITION			
LIABILITIES			
Current Liabilities:			
Accounts Payable and Accrued Expenses	\$ 7,969	\$ 8,977	\$ 8,973
Due to City of Fort Pierce	858	802	746
Customer Deposits - restricted assets	8,481	8,280	8,029
Revenue Bonds Payable - restricted assets	5,953	5,897	5,840
Accrued Interest Payable - restricted assets	853	881	908
Accrued Compensated Absences	-	-	-
Due to St. Lucie County	-	77	-
Capital leases Payable	29	24	11
Other Current Liabilities	623	658	835
Total Current Liabilities	<u>24,766</u>	<u>25,596</u>	<u>25,342</u>
Noncurrent Liabilities:			
Revenue Bonds Payable, Net of Unamortized Discounts	57,728	62,403	66,851
Accrued Compensated Absences	2,211	2,015	1,968
Other Postemployment Benefits	989	856	742
Net Pension Liability	11,606	7,408	10,090
Due to St. Lucie County	-	-	125
Capital Leases Payable	85	114	-
Other Noncurrent Liabilities	-	-	-
Total Noncurrent Liabilities	<u>72,619</u>	<u>72,796</u>	<u>79,776</u>
Total Liabilities	97,385	98,392	105,118
DEFERRED INFLOWS OF RESOURCES			
Purchased Power and Gas Over-Recovery	4,881	4,482	2,416
Deferred Pension Inflow	2,994	3,874	2,925
Deferred OPEB Inflow	37	43	-
Deferred Amount on Debt Refunding	-	-	-
Total Deferred Inflow of Resources	<u>7,912</u>	<u>8,399</u>	<u>5,341</u>
NET POSITION			
Net Investment in Capital Assets	160,527	161,387	140,472
Restricted Capital Improvement Charges	4,155	4,152	5,521
Restricted For Debt Service	5,457	5,457	5,457
Restricted For Emergencies	900	900	900
Restricted For Renewals & Replacements	500	500	500
Unrestricted	<u>18,570</u>	<u>17,437</u>	<u>34,836</u>
Total Net Position	<u>190,109</u>	<u>189,833</u>	<u>187,686</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 295,406</u>	<u>\$ 296,624</u>	<u>\$ 298,145</u>

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position - Liabilities, Deferred Inflows and Net Position
Last Ten Fiscal Years
(Dollars in Thousands)

	2016	2015	2014	2013	2012	2011	2010
\$	7,900	\$ 9,577	\$ 10,066	\$ 9,295	\$ 7,785	\$ 8,044	\$ 7,020
	913	781	766	732	699	689	756
	8,024	7,803	7,445	7,205	6,869	6,675	6,339
	7,367	7,086	6,987	6,653	5,955	5,675	5,655
	971	1,145	1,197	1,356	1,864	2,006	2,011
	24	170	55	-	82	80	64
	-	-	-	-	-	-	-
	38	31	26	22	39	32	27
	859	873	832	1,312	1,351	1,419	1,276
	<u>26,096</u>	<u>27,466</u>	<u>27,374</u>	<u>26,575</u>	<u>24,644</u>	<u>24,620</u>	<u>23,148</u>
	71,085	76,754	82,375	87,978	92,493	97,460	102,291
	1,778	1,592	1,878	1,830	1,675	1,566	1,626
	711	681	622	564	509	456	148
	6,655	5,528	1,750	-	-	-	-
	132	137	137	177	189	201	234
	11	49	80	105	-	39	71
	-	-	713	757	700	-	-
	<u>80,372</u>	<u>84,741</u>	<u>87,555</u>	<u>91,411</u>	<u>95,566</u>	<u>99,722</u>	<u>104,370</u>
	106,468	112,207	114,929	117,986	120,210	124,342	127,518
	3,516	5,695	3,204	2,255	3,147	2,934	1,541
	1,228	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	10	30	60	-	-	-
	<u>4,744</u>	<u>5,705</u>	<u>3,234</u>	<u>2,315</u>	<u>3,147</u>	<u>2,934</u>	<u>1,541</u>
	137,376	132,679	125,879	121,697	123,978	126,120	129,561
	7,070	6,031	5,977	6,740	7,122	7,114	7,015
	5,457	4,930	4,534	4,139	3,744	3,480	3,480
	900	1,273	1,668	2,000	2,000	2,000	2,000
	500	500	500	564	959	1,223	1,223
	<u>33,694</u>	<u>36,561</u>	<u>40,566</u>	<u>42,395</u>	<u>40,572</u>	<u>38,567</u>	<u>35,084</u>
	<u>184,997</u>	<u>181,974</u>	<u>179,124</u>	<u>177,535</u>	<u>178,375</u>	<u>178,504</u>	<u>178,363</u>
\$	<u>296,209</u>	<u>299,886</u>	<u>297,287</u>	<u>297,836</u>	<u>301,732</u>	<u>305,780</u>	<u>307,422</u>

FORT PIERCE UTILITIES AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Last Ten Fiscal Years
(Dollars in Thousands)

	FY 2019	FY 2018	FY 2017	FY 2016
OPERATING REVENUES				
Residential Sales	\$ 42,205	\$ 41,364	\$ 42,237	\$ 41,432
General Service Sales	54,726	54,347	55,839	53,811
Sales for Resale	1,062	894	953	914
Other Operating Revenues	<u>3,402</u>	<u>3,605</u>	<u>3,621</u>	<u>2,264</u>
Total Operating Revenues	101,395	100,210	102,650	98,421
OPERATING EXPENSES				
Purchases for Resale	43,796	43,289	45,523	43,783
Plant Operations	5,917	5,771	5,577	5,313
Field Operations	10,107	9,647	9,360	9,062
General and Administrative	20,716	18,580	17,740	16,997
Depreciation	<u>13,959</u>	<u>12,993</u>	<u>12,774</u>	<u>13,097</u>
Total Operating Expenses	<u>94,495</u>	<u>90,280</u>	<u>90,974</u>	<u>88,252</u>
OPERATING INCOME	6,900	9,930	11,676	10,169
NONOPERATING REVENUES (EXPENSES)				
Investment and Other Income	3,044	2,654	2,215	2,011
Grant Revenue	423	457	421	-
Gain (Loss) on Disposal of Capital Assets	29	(122)	20	125
TCEC Expenses	(2,285)	(1,828)	(1,794)	(1,699)
Storm Expenses	(264)	(19)	(297)	-
Interest Expense	(3,044)	(3,077)	(3,325)	(3,445)
Distribution to City of Fort Pierce	<u>(6,125)</u>	<u>(6,139)</u>	<u>(5,969)</u>	<u>(5,809)</u>
Total Nonoperating Revenues (Expenses)	<u>(8,222)</u>	<u>(8,074)</u>	<u>(8,729)</u>	<u>(8,817)</u>
INCOME BEFORE CAPITAL CONTRIBUTIONS	(1,322)	1,856	2,947	1,352
Capital Contributions	<u>1,501</u>	<u>292</u>	<u>(256)</u>	<u>1,650</u>
INCOME BEFORE EXTRAORDINARY ITEMS	179	2,148	2,691	3,002
Extraordinary Income (Expense)	<u>97</u>	<u>(1)</u>	<u>(2)</u>	<u>21</u>
CHANGE IN NET POSITION	276	2,147	2,689	3,023
Net Position - Beginning of Year*	<u>189,833</u>	<u>187,686</u>	<u>184,997</u>	<u>181,974</u>
Net Position - End of Year	<u>\$ 190,109</u>	<u>\$ 189,833</u>	<u>\$ 187,686</u>	<u>\$ 184,997</u>

FORT PIERCE UTILITIES AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Last Ten Fiscal Years
(Dollars in Thousands)

FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010
\$ 39,558	\$ 39,565	\$ 38,489	\$ 38,275	\$ 40,220	\$ 44,528
52,964	55,899	55,518	55,162	55,736	60,431
874	799	854	882	465	747
<u>2,162</u>	<u>2,272</u>	<u>2,172</u>	<u>2,171</u>	<u>1,663</u>	<u>2,552</u>
95,558	98,534	97,033	96,490	98,084	108,258
42,304	45,347	44,800	44,356	45,695	53,893
5,325	5,247	5,127	5,336	5,275	5,724
8,641	8,716	8,579	8,236	8,124	8,827
15,802	15,078	14,546	14,645	15,260	14,949
<u>12,461</u>	<u>14,991</u>	<u>15,300</u>	<u>15,253</u>	<u>15,558</u>	<u>15,268</u>
<u>84,533</u>	<u>89,379</u>	<u>88,352</u>	<u>87,826</u>	<u>89,912</u>	<u>98,661</u>
11,025	9,155	8,681	8,664	8,172	9,597
2,150	1,972	1,913	2,149	2,226	2,407
81	6	12	8	-	230
21	260	48	62	51	(511)
<u>(1,809)</u>	<u>(1,668)</u>	<u>(1,654)</u>	<u>(1,642)</u>	<u>(1,570)</u>	<u>(1,492)</u>
-	-	-	-	-	-
<u>(3,594)</u>	<u>(3,582)</u>	<u>(5,105)</u>	<u>(4,632)</u>	<u>(4,894)</u>	<u>(5,688)</u>
<u>(5,735)</u>	<u>(5,605)</u>	<u>(5,366)</u>	<u>(4,767)</u>	<u>(5,125)</u>	<u>(4,853)</u>
<u>(8,886)</u>	<u>(8,617)</u>	<u>(10,152)</u>	<u>(8,822)</u>	<u>(9,312)</u>	<u>(9,907)</u>
2,139	538	(1,471)	(158)	(1,140)	(310)
<u>2,471</u>	<u>1,478</u>	<u>1,392</u>	<u>1,229</u>	<u>1,291</u>	<u>2,982</u>
4,610	2,016	(79)	1,071	151	2,672
<u>(10)</u>	<u>(427)</u>	<u>(761)</u>	<u>(1,200)</u>	<u>(10)</u>	<u>(76)</u>
4,600	1,589	(840)	(129)	141	2,596
<u>177,374</u>	<u>177,535</u>	<u>178,375</u>	<u>178,504</u>	<u>178,363</u>	<u>175,767</u>
<u>\$ 181,974</u>	<u>\$ 179,124</u>	<u>\$ 177,535</u>	<u>\$ 178,375</u>	<u>\$ 178,504</u>	<u>\$ 178,363</u>



Revenue Capacity



FORT PIERCE UTILITIES AUTHORITY
Average Number of Services Billed By System
 Last Ten Fiscal Years

FISCAL YEAR	ELECTRIC	WATER	NATURAL GAS	WASTEWATER	INTERNET SERVICES
FY 2019	28,527	20,725	4,111	15,316	70
FY 2018	28,265	20,356	4,099	15,107	70
FY 2017	28,287	20,221	4,128	15,084	71
FY 2016	28,299	20,079	4,166	15,069	76
FY 2015	28,221	19,929	4,189	15,038	77
FY 2014	28,096	19,756	4,223	14,987	78
FY 2013	27,630	19,248	4,179	14,635	76
FY 2012	27,765	19,276	4,189	14,450	75
FY 2011	27,752	19,162	3,904	14,372	57
FY 2010	27,859	19,048	3,982	14,460	54

FORT PIERCE UTILITIES AUTHORITY

Operating Revenues By System

Last Ten Fiscal Years

(Dollars in Thousands)

	<u>FY 2019</u>	<u>FY 2018</u>	<u>FY 2017</u>	<u>FY 2016</u>
ELECTRIC				
Residential				
Inside the City	\$ 22,671	\$ 22,387	\$ 23,105	\$22,718
Outside the City	5,589	5,527	5,641	5,600
General Service				
Inside the City	29,025	29,487	30,038	29,077
Outside the City	5,307	5,312	5,171	5,039
Other Retail	515	508	1,711	1,680
Sales for Resale				
Other Operating Revenues	<u>1,025</u>	<u>1,065</u>	<u>1,022</u>	<u>1,042</u>
Total Electric Operating Revenues	<u>64,132</u>	<u>64,286</u>	<u>66,688</u>	<u>65,156</u>
WATER				
Residential				
Inside the City	5,067	4,877	4,876	4,710
Outside the City	1,965	1,837	1,790	1,680
General Service				
Inside the City	5,970	5,793	5,868	5,498
Outside the City	2,880	2,515	2,638	2,625
Sales for Resale	1,061	894	953	914
Other Operating Revenues	<u>691</u>	<u>431</u>	<u>689</u>	<u>110</u>
Total Water Operating Revenues	<u>17,634</u>	<u>16,347</u>	<u>16,814</u>	<u>15,537</u>
GAS				
Sales Revenue				
Residential	1,203	1,212	1,196	1,192
Heat Only	8	9	9	11
General Service	3,610	3,429	3,367	3,106
Interruptible and Other Contract Gas				
Other Operating Revenues	<u>67</u>	<u>61</u>	<u>73</u>	<u>69</u>
Total Gas Operating Revenues	<u>4,888</u>	<u>4,711</u>	<u>4,645</u>	<u>4,378</u>
WASTEWATER				
Residential				
Inside the City	5,104	4,929	4,963	4,874
Outside the City	601	587	582	572
General Service				
Inside the City	5,518	5,640	5,688	5,547
Outside the City	1,726	1,507	1,433	1,314
Other Operating Revenues	<u>898</u>	<u>1,298</u>	<u>928</u>	<u>141</u>
Total Wastewater Operating Revenues	<u>13,847</u>	<u>13,961</u>	<u>13,594</u>	<u>12,448</u>
MANATEE OBSERVATION AND EDUCATION CENTER				
Total MOEC Operating Revenues	429	435	444	410
FPUAnet COMMUNICATIONS				
Total FPUAnet Communications Operating Revenues	<u>465</u>	<u>470</u>	<u>465</u>	<u>492</u>
TOTAL OPERATING REVENUES	<u><u>\$101,395</u></u>	<u><u>\$100,210</u></u>	<u><u>\$102,650</u></u>	<u><u>\$98,421</u></u>

FORT PIERCE UTILITIES AUTHORITY

Operating Revenues By System

Last Ten Fiscal Years

(Dollars in Thousands)

FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010
\$ 21,434	\$21,724	\$21,325	\$21,460	\$22,936	\$ 26,327
5,255	5,282	5,281	5,378	5,921	6,882
28,423	30,507	31,515	32,280	32,822	36,501
4,958	5,235	5,254	5,393	5,558	6,458
1,750	1,979	2,012	1,895	1,663	1,657
1,024	1,074	1,115	1,051	1,148	1,192
<u>62,844</u>	<u>65,801</u>	<u>66,502</u>	<u>67,457</u>	<u>70,048</u>	<u>79,017</u>
4,546	4,351	4,054	3,855	3,819	3,749
1,597	1,494	1,367	1,277	1,263	1,225
5,305	5,169	4,813	4,807	4,956	4,697
2,381	2,519	2,249	2,348	2,288	2,336
874	799	854	882	466	747
101	156	119	124	(45)	254
<u>14,804</u>	<u>14,488</u>	<u>13,456</u>	<u>13,293</u>	<u>12,747</u>	<u>13,008</u>
1,240	1,293	1,251	1,215	1,306	1,462
12	13	13	11	21	24
3,511	3,813	3,331	2,400	2,580	2,827
85	82	53	75	120	92
<u>4,848</u>	<u>5,201</u>	<u>4,648</u>	<u>3,701</u>	<u>4,027</u>	<u>4,405</u>
4,826	4,763	4,564	4,459	4,337	4,251
574	570	555	541	551	540
5,280	5,305	4,973	4,918	4,745	4,686
1,428	1,446	1,449	1,198	1,188	1,337
126	180	143	234	(245)	356
<u>12,234</u>	<u>12,264</u>	<u>11,684</u>	<u>11,350</u>	<u>10,576</u>	<u>11,170</u>
390	350	348	337	362	359
438	430	395	352	324	299
<u>\$ 95,558</u>	<u>\$98,534</u>	<u>\$97,033</u>	<u>\$96,490</u>	<u>\$98,084</u>	<u>\$108,258</u>

FORT PIERCE UTILITIES AUTHORITY

Unit Sales By System

Last Ten Fiscal Years

	FY 2019	FY 2018	FY 2017	FY 2016
ELECTRIC SALES (MWh)				
General Service				
Inside the City	274,339	268,973	273,618	272,166
Outside the City	47,597	44,915	43,915	44,243
Total General Service	321,936	313,888	317,533	316,409
Residential				
Inside the City	199,503	188,706	190,973	193,198
Outside the City	47,204	44,725	44,912	45,883
Total Residential	246,707	233,431	235,885	239,081
Total Sales	568,643	547,319	553,418	555,490
WATER SALES - 1,000 GALLONS				
General Service				
Inside the City	977,228	953,524	961,850	907,134
Outside the City	519,213	448,681	478,576	485,639
Total General Service	1,496,441	1,402,205	1,440,426	1,392,773
Residential				
Inside the City	687,026	678,972	694,146	665,354
Outside the City	207,312	195,718	195,685	181,754
Total Residential	894,338	874,690	889,831	847,108
Sales for Resale	343,496	314,748	335,494	327,819
Total Sales	2,734,275	2,591,643	2,665,751	2,567,700
NATURAL GAS SALES (ccf)				
General Service	2,538,305	2,224,479	2,114,141	2,024,641
Residential	430,370	440,858	427,855	436,048
Heat Only				
General Service	8	738	104	181
Residential Service	580	278	494	857
Contract Natural Gas	1,688,760	1,635,710	1,624,410	1,593,130
Total Sales	4,658,023	4,302,063	4,167,004	4,054,857
WASTEWATER BILLED - 1,000 GALLONS				
General Service				
Inside the City	730,146	725,643	740,121	712,513
Outside the City	218,172	182,984	170,391	158,987
Total General Service	948,318	908,627	910,512	871,500
Residential				
Inside the City	586,400	577,746	592,358	567,945
Outside the City	49,668	47,981	49,491	46,633
Total Residential	636,068	625,727	641,849	614,578
Total Sales	1,584,386	1,534,354	1,552,361	1,486,078

FORT PIERCE UTILITIES AUTHORITY

Unit Sales By System

Last Ten Fiscal Years

FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010
267,525	265,950	264,278	271,001	271,831	276,163
<u>43,850</u>	<u>42,305</u>	<u>41,000</u>	<u>41,285</u>	<u>40,909</u>	<u>42,713</u>
311,375	308,255	305,278	312,286	312,740	318,876
184,261	172,628	164,672	165,063	174,586	182,246
<u>43,522</u>	<u>40,445</u>	<u>39,293</u>	<u>39,657</u>	<u>42,763</u>	<u>45,037</u>
<u>227,783</u>	<u>213,073</u>	<u>203,965</u>	<u>204,720</u>	<u>217,349</u>	<u>227,283</u>
<u>539,158</u>	<u>521,328</u>	<u>509,243</u>	<u>517,006</u>	<u>530,089</u>	<u>546,159</u>
896,997	891,635	863,507	925,939	943,061	943,673
<u>442,529</u>	<u>498,887</u>	<u>460,394</u>	<u>527,997</u>	<u>511,172</u>	<u>489,094</u>
1,339,526	1,390,522	1,323,901	1,453,936	1,454,233	1,432,767
664,402	644,116	636,431	652,425	671,797	664,130
<u>179,748</u>	<u>169,702</u>	<u>164,871</u>	<u>167,297</u>	<u>173,431</u>	<u>169,817</u>
844,150	813,818	801,302	819,722	845,228	833,947
<u>320,144</u>	<u>302,486</u>	<u>340,834</u>	<u>367,595</u>	<u>355,607</u>	<u>331,747</u>
<u>2,503,820</u>	<u>2,506,826</u>	<u>2,466,037</u>	<u>2,641,253</u>	<u>2,655,068</u>	<u>2,598,461</u>
2,091,516	2,006,259	2,254,172	2,142,737	2,199,004	2,166,792
<u>453,139</u>	<u>450,403</u>	<u>480,393</u>	<u>473,387</u>	<u>527,745</u>	<u>577,206</u>
128	173	258	215	6,027	6,210
1,605	1,215	1,333	1,272	4,238	5,160
<u>1,642,320</u>	<u>1,670,980</u>	<u>1,259,670</u>	<u>63,230</u>	<u>-</u>	<u>-</u>
<u>4,188,708</u>	<u>4,129,030</u>	<u>3,995,826</u>	<u>2,680,841</u>	<u>2,737,014</u>	<u>2,755,368</u>
687,268	682,611	655,667	680,739	682,993	683,051
<u>177,356</u>	<u>178,122</u>	<u>185,993</u>	<u>149,452</u>	<u>156,973</u>	<u>186,910</u>
864,624	860,733	841,660	830,191	839,966	869,961
568,243	552,000	545,418	558,685	572,258	570,145
<u>49,849</u>	<u>47,286</u>	<u>47,361</u>	<u>49,426</u>	<u>53,014</u>	<u>53,949</u>
<u>618,092</u>	<u>599,286</u>	<u>592,779</u>	<u>608,111</u>	<u>625,272</u>	<u>624,094</u>
<u>1,482,716</u>	<u>1,460,019</u>	<u>1,434,439</u>	<u>1,438,302</u>	<u>1,465,238</u>	<u>1,494,055</u>

FORT PIERCE UTILITIES AUTHORITY
Ten Year Rate Analysis
Residential Rates
(Month of September)

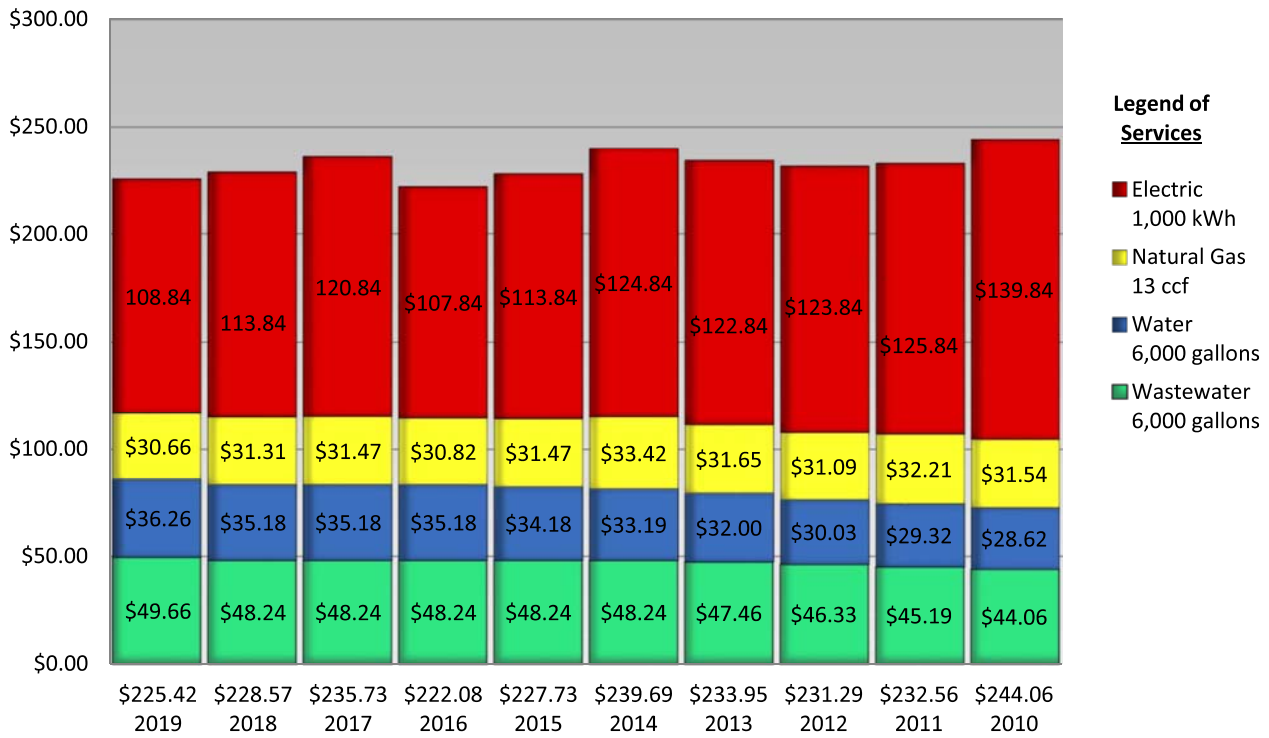
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
ELECTRIC										
Customer Charge ⁽¹⁾	\$ 6.01	\$ 6.01	\$ 6.01	\$ 6.01	\$ 6.01	\$ 6.01	\$ 6.01	\$ 6.01	\$ 6.01	\$ 6.01
Rate Per kWh (up to 750 kWh)	0.10822	0.10822	0.10822	0.10822	0.10822	0.10822	0.10922	0.11322	0.08322	0.08722
PCA Per kWh ⁽²⁾	(0.00800)	(0.00300)	0.00400	(0.00900)	(0.00300)	0.00800	0.00500	0.00200	0.03400	0.04400
GAS										
Customer Charge ⁽¹⁾	\$ 13.37	\$ 13.37	\$ 13.14	\$ 13.14	\$ 13.14	\$ 13.14	\$ 12.93	\$ 12.63	\$ 12.32	\$ 12.02
Rate Per CCF (up to 100 CCF)	1.48	1.48	1.46	1.46	1.46	1.46	1.44	1.42	1.23	1.20
PGA Per CCF ⁽³⁾	(0.15000)	(0.10000)	(0.05000)	(0.10000)	(0.05000)	0.10000	-	-	0.30000	0.30000
WATER										
Customer Charge ⁽¹⁾	\$ 14.30	\$ 13.88	\$ 13.88	\$ 13.88	\$ 13.48	\$ 13.09	\$ 12.62	\$ 11.85	\$ 11.56	\$ 11.28
Rate Per 1,000 Gallons (up to 10,000 gallons)	3.66	3.55	3.55	3.55	3.45	3.35	3.23	3.03	2.96	2.89
WASTEWATER										
Customer Charge ⁽¹⁾	\$ 15.76	\$ 15.30	\$ 15.30	\$ 15.30	\$ 15.30	\$ 15.30	\$ 15.06	\$ 14.71	\$ 14.35	\$ 14.00
Rate Per 1,000 Gallons	5.65	5.49	5.49	5.49	5.49	5.49	5.40	5.27	5.14	5.01

(1) Customer Charge reflects the Readiness-to-Serve charge.

(2) PCA - Power Cost Adjustment.

(3) PGA - Purchased Gas Adjustment.

FORT PIERCE UTILITIES AUTHORITY
Average Monthly Residential Bill
 Last Ten Years
 (Month of September)



FORT PIERCE UTILITIES AUTHORITY

System Rate Increases

Last Ten Fiscal Years

Fiscal Year	System	Increase (Decrease)
2019	Water	3.0%
	Wastewater	3.0%
2018	Natural Gas	1.76%
2017	-	-
2016	Water	3.0%
2015	Water	3.0%
2014	Electric	(0.9%)
	Water	3.7%
	Wastewater	1.6%
	Natural Gas	1.6%
2013	Electric	(3.3%)
	Water	6.5%
	Wastewater	2.4%
	Natural Gas	2.4%
2012	Water	2.5%
	Wastewater	2.5%
	Natural Gas	2.5%
2011	Electric	(4.2%)
	Water	2.5%
	Wastewater	2.5%
	Natural Gas	2.5%
2010	-	-

Debt Capacity

FORT PIERCE UTILITIES AUTHORITY
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Dollars in Thousands)

As of September 30	BUSINESS-TYPE ACTIVITIES										Total Outstanding Debt	Population ²	Debt per Capita
	Revenue Bonds ¹							Loan	Lease				
	1991 Series	1999 Series	2002 Series	2003 Series	2009 Series	2012 Series	2016 Series	SL County	Capital Equip.				
2019	\$ -	\$ 22,601	\$ -	\$ -	\$ 32,304	\$ -	\$ 8,776	\$ -	\$ 114	\$ 63,795	43,653	\$ 1,461	
2018	-	25,666	-	-	33,556	-	9,078	77	138	68,515	43,326	1,581	
2017	-	28,555	-	-	34,763	-	9,373	124	11	72,826	43,409	1,678	
2016	-	27,227	-	-	34,760	6,920	9,545	131	49	78,632	42,489	1,851	
2015	-	25,954	9,378	-	34,757	13,751	-	137	80	84,057	42,119	1,996	
2014	-	24,747	9,363	-	34,754	20,498	-	137	106	89,605	41,188	2,176	
2013	-	23,622	9,348	6,015	34,750	20,896	-	177	127	94,935	41,729	2,275	
2012	-	22,552	9,332	31,816	34,748	-	-	189	39	98,676	41,646	2,369	
2011	-	21,544	9,317	37,529	34,745	-	-	201	71	103,407	41,789	2,475	
2010	5,445	20,595	9,302	37,863	34,741	-	-	234	98	108,278	41,590	2,603	

¹ Presented net of original issuance discounts and premiums

² City of Fort Pierce Population is disclosed on page 80

FORT PIERCE UTILITIES AUTHORITY
Computation of Debt Service Coverage
Last Ten Years
(Dollars in Thousands)

	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010
OPERATING INCOME	\$ 6,966	\$ 9,960	\$ 11,681	\$ 10,218	\$ 11,027	\$ 9,236	\$ 8,746	\$ 8,700	\$ 8,175	\$ 9,614
ADD:										
Depreciation Expense	13,948	12,985	12,769	13,092	12,453	14,982	15,290	15,243	15,547	15,259
Investment & Other Income	795	835	438	388	356	484	304	535	703	910
Extraordinary Income (Expense)	97	(1)	(2)	21	(10)	(427)	(761)	(1,200)	(9)	(76)
Net OPEB Expense	11	156	31	30	58	57	54	53	305	134
NET AVAILABLE INCOME	<u>\$ 21,817</u>	<u>\$ 23,935</u>	<u>\$ 24,917</u>	<u>\$ 23,749</u>	<u>\$ 23,884</u>	<u>\$ 24,332</u>	<u>\$ 23,633</u>	<u>\$ 23,331</u>	<u>\$ 24,721</u>	<u>\$ 25,841</u>
DEBT SERVICE - Bonds & Pooled Loans										
Principal	\$ 5,953	\$ 5,897	\$ 5,840	\$ 7,367	\$ 7,086	\$ 6,987	\$ 6,653	\$ 5,955	\$ 5,675	\$ 5,655
Interest	1,706	1,762	1,816	2,079	2,291	2,394	2,762	3,728	4,012	3,573
NET CASH DEBT SERVICE	<u>\$ 7,659</u>	<u>\$ 7,659</u>	<u>\$ 7,656</u>	<u>\$ 9,446</u>	<u>\$ 9,377</u>	<u>\$ 9,381</u>	<u>\$ 9,415</u>	<u>\$ 9,683</u>	<u>\$ 9,687</u>	<u>\$ 9,228</u>
DEBT SERVICE COVERAGE (TIMES)	<u>2.85</u>	<u>3.12</u>	<u>3.25</u>	<u>2.51</u>	<u>2.55</u>	<u>2.59</u>	<u>2.51</u>	<u>2.41</u>	<u>2.55</u>	<u>2.80</u>

NOTE: Amounts exclude the Treasure Coast Energy Center and Manatee Observation and Education Center



Demographic and Economic Information

FORT PIERCE UTILITIES AUTHORITY
Demographic and Economic Information
Last Ten Years

Year	City of Fort Pierce Population¹	St. Lucie County Population¹	St. Lucie County Labor Force²	Total Unemployment²	Percentage Rate of Unemployment²	St. Lucie County School Enrollment³	St. Lucie County Per Capita Income⁴	St. Lucie County Personal Income⁴
2019	43,653*	309,359*	146,710	5,479	3.7	41,225	***	***
2018	43,326	302,432	140,686	5,626	4.0	42,124	\$39,374	\$12,644,172
2017	43,409	297,634	136,063	6,046	4.4	40,678	38,835	12,175,078
2016	42,489	292,826	135,719	7,322	5.4	39,390	36,196	11,094,354
2015	42,119	287,749	129,727	8,238	6.4	41,374	35,829	10,688,079
2014	41,188	282,821	129,004	10,198	7.9	41,158	34,129	9,932,383
2013	41,729	281,151	128,813	12,227	9.5	41,136	31,182	8,943,912
2012	41,646	280,355	123,588	14,519	11.7	40,844	31,742	9,010,473
2011	41,789	279,696	124,115	16,622	13.4	40,433	30,768	8,626,570
2010	41,590	277,789	123,738	17,482	14.1	40,453	29,574	8,243,330

Sources:

- ¹ University of Florida, Bureau of Economic & Business Research
- ² Florida Department of Labor & Employment Security
- ³ St. Lucie County School Board
- ⁴ U.S. Department of Commerce, Bureau of Economic Analysis
- * Total Estimated
- *** Data unavailable

FORT PIERCE UTILITIES AUTHORITY
St. Lucie County Principal Employers⁽¹⁾
 Current Year and Nine Years Ago

Employer	2019⁽²⁾			2010		
	Number of Employees	Rank	% of City Population	Number of Employees	Rank	% of City Population
St. Lucie County School Board	5,564	1	12.84%	4,000	1	9.62%
Indian River State College	2,338	2	5.40%	1,113	6	2.68%
Lawnwood Regional Medical Center	1,615	3	3.73%	1,140	5	2.74%
Wal-Mart Distribution Center	890	4	2.05%	2,105	2	5.06%
St. Lucie County	797	5	1.84%	1,950	3	4.69%
Convey Health Solutuions	450	6	1.04%	-	-	-
St. Lucie County Fire District	434	7	1.00%	-	-	-
Treasure Coast Hospice	282	8	0.65%	-	-	-
New Horizons of the Treasure Coast	408	9	0.94%	-	-	-
Maverick Boat Co Inc	406	10	0.94%	-	-	-
City of Fort Pierce	337	14	0.78%	428	9	1.03%
Publix Super Markets Inc ⁽³⁾	-	-	-	1,154	4	2.77%
Winn-Dixie Stores, Inc	-	-	-	450	7	1.08%
The Home Depot ⁽³⁾	-	-	-	431	8	1.04%
Riverside National Bank of Florida	-	-	-	420	10	1.01%
TOTALS	13,521		31.21%	13,191		31.72%

Source:

Economic Development Council of St. Lucie County, St. Lucie County Profile 2018

⁽¹⁾Employment information is for St. Lucie County. Specific City only data is not available.

⁽²⁾ Data is as of December 31, 2018. 2019 data is not available at this time.

⁽³⁾ Information is no longer available.



Operating Information

FORT PIERCE UTILITIES AUTHORITY

Expenses By System

Last Ten Fiscal Years

(Dollars in Thousands)

	FY 2019	FY 2018	FY 2017	FY 2016
ELECTRIC				
Generation and				
Purchases for Resale	\$ 41,924	\$ 41,402	\$ 43,689	\$ 42,179
Transmission and Distribution	4,958	4,372	4,122	4,091
General and Administrative	8,778	7,918	7,863	7,460
Depreciation	4,291	3,538	4,401	4,508
Total Electric Operating Expenses	59,951	57,230	60,075	58,238
WATER				
Purchases for Resale	6	-	2	-
Plant Operations	3,886	3,693	3,481	3,304
Transmission and Distribution	2,045	2,078	1,898	1,743
General and Administrative	6,100	5,498	4,930	4,726
Depreciation	5,542	5,407	4,417	4,454
Total Water Operating Expenses	17,579	16,676	14,728	14,227
NATURAL GAS				
Purchases for Resale	1,788	1,817	1,773	1,556
Supply and Distribution	1,051	989	1,024	1,251
General and Administrative	1,384	1,140	1,016	1,046
Depreciation	413	362	298	313
Total Natural Gas Operating Expenses	4,636	4,308	4,111	4,166
WASTEWATER				
Plant Operations	1,758	1,804	1,823	1,742
Pumping and Collection	2,053	2,209	2,316	1,977
General and Administrative	3,868	3,647	3,530	3,385
Depreciation	3,637	3,613	3,587	3,743
Total Wastewater Operating Expenses	11,316	11,273	11,256	10,847
MANATEE OBSERVATION AND EDUCATION CENTER				
Plant Operations	273	273	272	267
General and Administrative	210	183	171	186
Depreciation	11	8	6	6
Total MOEC Operating Expenses	494	464	449	459
FPUAnet COMMUNICATIONS				
Purchases for Resale	78	69	58	48
General and Administrative	377	195	230	194
Depreciation	64	65	66	73
Total FPUAnet Communications Operating Expenses	519	329	355	315
TOTAL OPERATING EXPENSES	\$ 94,495	\$ 90,280	\$ 90,974	\$ 88,252

FORT PIERCE UTILITIES AUTHORITY

Expenses By System

Last Ten Fiscal Years

(Dollars in Thousands)

FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010
\$ 40,343	\$ 43,006	\$ 42,947	\$ 42,933	\$ 43,976	\$ 51,832
3,927	4,017	4,037	3,783	3,814	4,299
6,964	6,696	6,738	6,885	7,423	7,217
4,463	4,721	4,668	6,477	6,420	4,761
<u>55,697</u>	<u>58,440</u>	<u>58,390</u>	<u>60,078</u>	<u>61,633</u>	<u>68,109</u>
7	24	9	-	6	-
3,320	3,185	3,199	3,309	3,331	3,557
1,789	1,767	1,732	1,743	1,567	1,722
4,426	4,207	4,158	4,183	4,268	4,144
3,872	4,246	4,044	3,726	3,825	6,105
<u>13,414</u>	<u>13,429</u>	<u>13,142</u>	<u>12,961</u>	<u>12,997</u>	<u>15,528</u>
1,900	2,274	1,816	1,398	1,676	2,038
1,016	1,018	961	875	968	981
978	892	596	570	650	607
274	1,088	304	507	303	351
<u>4,168</u>	<u>5,272</u>	<u>3,677</u>	<u>3,350</u>	<u>3,597</u>	<u>3,977</u>
1,766	1,776	1,696	1,779	1,697	1,906
1,909	1,913	1,849	1,834	1,776	1,825
3,113	2,975	2,769	2,755	2,685	2,747
3,779	4,836	6,194	4,446	4,939	3,985
<u>10,567</u>	<u>11,500</u>	<u>12,508</u>	<u>10,814</u>	<u>11,097</u>	<u>10,463</u>
238	286	232	249	246	261
145	136	114	115	109	106
8	9	11	11	11	9
<u>391</u>	<u>431</u>	<u>357</u>	<u>375</u>	<u>366</u>	<u>376</u>
55	43	28	25	37	23
175	173	171	137	125	129
66	91	79	86	60	56
<u>296</u>	<u>307</u>	<u>278</u>	<u>248</u>	<u>222</u>	<u>208</u>
<u>\$ 84,533</u>	<u>\$ 89,379</u>	<u>\$ 88,352</u>	<u>\$ 87,826</u>	<u>\$ 89,912</u>	<u>\$ 98,661</u>

FORT PIERCE UTILITIES AUTHORITY
Electric Energy Sources, Water and Wastewater Statistics
Last Ten Fiscal Years

	FY 2019	FY 2018	FY 2017	FY 2016
ELECTRIC STATISTICS				
Sources of Energy (MWh)				
Total Energy Purchased	578,051	572,717	569,684	583,207
Gross Peak Demand (MW)	113	112	112	112
WATER STATISTICS				
Water Production - 1,000 Gallons				
Raw Water Treated	3,153,294	3,361,321	3,142,178	3,015,157
Water from Distribution System	84,384	81,215	75,158	34,250
Less Deep Well Concentrate	(154,259)	(202,420)	(174,491)	(155,230)
Water Used in Plant	(19,710)	(33,087)	(23,007)	(20,986)
Water from or (left-in) Storage	(1)	(255)	(2,867)	890
FINISHED WATER FROM PLANT	<u>3,063,708</u>	<u>3,206,774</u>	<u>3,016,971</u>	<u>2,874,081</u>
Purchased for Resale (Interconnects)	2,813	-	1,105	130
Water Pumped to City	<u><u>3,066,521</u></u>	<u><u>3,206,774</u></u>	<u><u>3,018,076</u></u>	<u><u>2,874,211</u></u>
Water Used in System	280,623	267,414	237,965	195,953
Water Sales	2,734,275	2,591,643	2,665,751	2,567,700
Losses and Unaccounted for Gallonage	51,623	347,717	114,360	110,558
% of Unaccounted	1.68%	10.84%	3.79%	3.85%
Average Daily Consumption	8,394	8,793	8,269	7,853
Highest Daily Consumption Date	9,756 5/30/19	11,196 2/26/18	9,992 3/30/17	9,477 3/8/16
Peak Maximum Demand (MG) Date	12,910 6/24/19	20,863 8/3/18	13,668 9/28/17	15,634 3/28/16
Rainfall (inches)	49.27	51.61	58.03	69.65
WATER RECLAMATION FACILITY				
(In Millions of Gallons per Day)				
Average Daily Flow	4.99	5.96	5.33	6.40
Peak Flow	7.72	14.21	13.30	13.83

FORT PIERCE UTILITIES AUTHORITY
Electric Energy Sources, Water and Wastewater Statistics
Last Ten Fiscal Years

FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010
559,061	544,751	532,038	537,115	552,427	568,637
107	106	104	103	115	124
2,911,231	2,880,512	2,889,435	3,088,102	3,101,048	3,023,434
2,034	14,718	8,657	17,644	16,648	16,118
(142,482)	(142,399)	(144,156)	(174,731)	(165,498)	(137,432)
(19,710)	(19,710)	(19,710)	(19,764)	(19,710)	(19,966)
(1,678)	(308)	61	4,218	6,968	1,100
<u>2,749,395</u>	<u>2,732,813</u>	<u>2,734,287</u>	<u>2,915,469</u>	<u>2,939,456</u>	<u>2,883,254</u>
2,021	10,100	3,943	-	-	-
<u>2,751,416</u>	<u>2,742,913</u>	<u>2,738,230</u>	<u>2,915,469</u>	<u>2,939,456</u>	<u>2,883,254</u>
169,338	193,590	170,788	193,707	171,870	175,255
2,503,820	2,506,826	2,466,037	2,641,253	2,655,068	2,598,461
78,258	42,497	101,405	80,509	112,518	109,538
2.84%	1.55%	3.70%	2.76%	3.83%	3.80%
7,535	7,489	7,496	7,990	8,053	7,926
9,285	9,258	8,950	10,524	9,741	9,511
2/18/15	5/19/14	3/13/13	4/18/12	5/30/11	7/1/10
13,355	14,329	13,932	17,437	17,765	17,150
5/27/15	5/5/14	4/13/13	7/22/12	9/14/11	5/7/10
40.08	56.11	51.91	67.10	30.24	40.54
3.79	4.00	4.72	4.86	3.93	4.05
8.75	12.25	8.14	13.03	4.75	5.05

FORT PIERCE UTILITIES AUTHORITY
Authorized Full-Time Positions By Department
Last Ten Fiscal Years

Department	9/30/2019	9/30/2018	9/30/2017	9/30/2016
01 Manatee Observation & Education Center	4 P	4 P	3 P	3 P
02 Treasure Coast Energy Center	17 D	15 D	13	13
10 Board	5	5	5	5
11 Director of Utilities	2	2	2	2
12 Attorney	1	1	1	1
15 Human Resources	3 D	3	3	3
18 Safety	1 P	1 P	1 P	1 P
21 Finance	13	13	13	13
22 Materials Management	6 D,P	6 P	6 P	6 P
31 Director of Utility Support Services	2	2	1	1
32 Information Technology Services	17	17 D	17 D	17 D
35 Facilities	5	5	5	5 D
41 Community Relations	1	1	-	-
43 Customer Service	26 D	26 D	26 D	26 D
51 Director of Electric & Gas Systems	1	1	1	1
54 Electric Transmission and Distribution	25	23	23 D	23 D
55 Electric Operations	24 D	23 D	24 D	24 D
56 Electric & Gas Engineering	13 D,P	11 D	9 P	9
61 Director of Water/Wastewater Systems	1	1	1	1
62 Water Resources	25 D	25 D	24 D	24 D
64 Water Distribution	27 D	27 D	28 D	28 D
66 Water/Wastewater Engineering	13 P	12	11 P	11
74 Gas Operations	15	15 D	15 D	15 D
82 Water Reclamation	16 D	16 D	16 D	16 D
84 Wastewater Collection	20	20 D	19 D	19 D
93 FPUAnet Communications	4	3	3 D	2 D
TOTAL	<u>287</u>	<u>278</u>	<u>270</u>	<u>269</u>

FORT PIERCE UTILITIES AUTHORITY
Authorized Full-Time Positions By Department
Last Ten Fiscal Years

<u>9/30/2015</u>	<u>9/30/2014</u>	<u>9/30/2013</u>	<u>9/30/2012</u>	<u>9/30/2011</u>	<u>9/30/2010</u>
3 P	2 P	2 P	2 P	2 P	2 P
13 D	14 D	14 D	15 D	15 D	15 D
5	5	5	5	5	5
2	2	2	2	2	2
1	1	1	1	1	1
3	3	4	4	4	4
4 D	4 D	6 D	5 D	5	5
13	12	11 D	11 D	10 D	12 D
4 P	4 P	3 P	3 P	5 P	5 P
1	1	1	1	1 H	1 H
17 D	16 D	16	16	16	16
5 D	5	5	5	5	5
1	1	1	1	1	1
26 D	26 D,P	26 D,P	26 D,P	28	29
1	1 D	1 D	1 D	1 D	2 D
21 D	46 D	49 D	51 D	52 D,H	53 D,H
25 D	-	-	-	-	-
9	9 D	10 D	9	9 H	11 H
1 D	1 D	1 D	1 D	1	1
23 D	23 D	23 D	23 D	23 D,H	24 H
29 D	28 D	28 D	25	25 H	28 H
11 P	11 D	11 D	11 D	11 D,H	11 D,H
15 D	15 D	16 D	15 D	14 D,H	14 H
16 D	16 D	14 D	13 D	13 D,H	14 D
19 D	20 D	21 D	21 D	21 D,H	22 D
2 D	2 D	2	2	1	1
<u>270</u>	<u>268</u>	<u>273</u>	<u>269</u>	<u>271</u>	<u>284</u>

FORT PIERCE UTILITIES AUTHORITY

Performance Indicators

Last Ten Fiscal Years

	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015
SAFETY					
Frequency Rate	3.10	3.77	5.30	4.11	5.30
DART/Severity Rate *	0.00	213.84	170.84	89.00	79.00
Workers' Compensation Experience Modification Factor	1.28	0.97	0.97	0.97	0.79
FINANCIAL					
Debt Service Ratio (12 months ended)	2.85	3.12	3.25	2.51	2.55
Operating Ratio	0.91	0.92	0.89	0.90	0.88
COMPONENT COSTS					
Water Treatment Plant					
\$ / 1,000 gallons raw water	\$2.48	\$2.21	\$1.99	\$2.02	\$1.88
Water Reclamation Facility					
\$ / 1,000 gallons effluent	\$1.98	\$1.60	\$1.78	\$1.46	\$2.46
Electric T&D					
\$ / mile of T & D lines	\$24,073.82	\$20,530.49	\$21,860.34	\$21,636.69	\$20,112.83
\$ / number of services	\$30.39	\$25.93	\$27.56	\$27.27	\$26.13
Water Distribution					
\$ / 1,000 gallons billed	\$1.97	\$2.11	\$1.92	\$1.88	\$1.88
\$ / number of services	\$21.68	\$22.36	\$21.05	\$20.01	\$19.69
Wastewater Collection					
\$ / 1,000 gallons billed	\$2.30	\$2.47	\$2.60	\$2.39	\$2.36
\$ / number of services	\$19.81	\$20.90	\$22.31	\$19.61	\$19.41
Natural Gas Distribution					
\$ / 1,000 ccf billed	\$0.43	\$0.43	\$0.41	\$0.49	\$0.40
\$ / number of services	\$40.36	\$37.41	\$34.36	\$39.54	\$33.16
Lift Stations					
\$ / 1,000 gallons billed	\$0.68	\$0.72	\$0.66	\$0.75	\$0.71
\$ / number of services	\$5.89	\$6.12	\$5.62	\$6.14	\$5.80
Industrial Pre-Treatment					
\$ / Customers	\$888.13	\$916.33	\$919.02	\$927.50	\$985.46
FPUAnet Communications					
\$ / Customers	\$540.93	\$423.99	\$414.79	\$345.35	\$348.35
Administration					
\$ / number of services	\$14.60	\$14.48	\$14.96	\$14.51	\$14.59
HUMAN RESOURCES					
Overtime Ratio	0.053	0.058	0.073	0.050	0.046
Sick Leave Ratio	0.030	0.043	0.037	0.038	0.038
Overtime vs. Annual Overtime Budget	120.09%	132.07%	176.47%	114.22%	120.48%
Training Hours vs. Regular Hours Worked	3.56%	2.11%	2.10%	2.87%	2.93%
Training Dollars vs. Budgeted Salary Dollars	3.59%	3.12%	1.51%	2.00%	1.92%
Annual Turnover Rate	9.00%	9.00%	10.64%	12.40%	8.60%
CUSTOMER SERVICE					
Number of connections	10,237	12,231	13,534	14,109	15,663
Number of disconnections	12,314	12,818	12,795	13,316	14,800
Number of accounts to collection agency	1,269	1,498	1,353	1,622	1,890
Amount of accounts written off					
Electric	\$28,984	\$112,847	\$184,794	\$200,966	\$99,489
Water	\$5,189	\$20,226	\$33,140	\$36,032	\$17,826
Natural Gas	\$364	\$1,461	\$2,415	\$2,639	\$1,366
Wastewater	\$4,658	\$18,156	\$29,744	\$32,324	\$16,050
Customer Charges	\$1,790	\$6,952	\$11,371	\$12,371	\$6,141
Communications	\$50	\$157	\$232	\$257	\$42
Number of service orders					
Started	42,120	40,193	41,243	45,028	44,505
Completed	41,846	40,524	41,014	44,937	44,389

* Calculations FY 2015 - current are based on DART rate; Previous years are based on Severity rate.

FORT PIERCE UTILITIES AUTHORITY

Performance Indicators

Last Ten Fiscal Years

FY 2014	FY 2013	FY 2012	FY 2011	FY 2010
4.10	4.10	4.90	3.60	1.20
80.00	48.00	24.00	122.00	61.00
0.87	0.92	1.25	1.11	1.28
2.59	2.51	2.41	2.55	2.80
0.91	0.91	0.91	0.92	0.91
\$1.94	\$1.90	\$1.80	\$1.79	\$1.92
\$2.70	\$1.93	\$2.07	\$2.45	\$2.56
\$20,633.15	\$20,516.14	\$23,742.33	\$24,841.57	\$20,585.55
\$27.11	\$27.41	\$31.57	\$30.95	\$25.99
\$1.89	\$1.82	\$1.59	\$1.54	\$2.46
\$20.04	\$19.44	\$18.14	\$17.79	\$27.92
\$2.68	\$3.87	\$2.65	\$2.86	\$2.11
\$21.77	\$31.61	\$21.98	\$24.34	\$18.20
\$0.59	\$0.40	\$0.62	\$0.57	\$0.57
\$47.71	\$31.89	\$32.90	\$33.36	\$32.89
\$0.79	\$0.80	\$0.74	\$0.76	\$0.71
\$6.38	\$6.53	\$6.17	\$5.97	\$6.14
\$903.78	\$698.46	\$793.71	\$1,246.28	\$793.86
\$328.03	\$306.83	\$275.98	\$325.26	\$320.54
\$14.60	\$15.74	\$16.01	\$17.15	\$18.17
0.046	0.042	0.040	0.036	0.040
0.034	0.034	0.034	0.039	0.042
114.96%	107.47%	100.48%	89.65%	80.00%
2.53%	2.48%	1.52%	1.62%	2.32%
1.69%	1.80%	1.23%	1.31%	1.16%
12.08%	13.25%	6.77%	9.09%	6.34%
16,238	16,001	16,360	16,077	17,441
15,338	15,206	15,419	15,038	16,300
1,852	1,584	1,535	1,888	2,240
\$256,860	\$182,006	\$253,362	\$197,638	\$390,702
\$46,081	\$32,638	\$45,434	\$35,433	\$70,061
\$3,302	\$2,374	\$3,308	\$2,582	\$5,104
\$41,325	\$29,294	\$40,780	\$31,805	\$62,886
\$15,770	\$11,181	\$15,563	\$12,136	\$23,993
\$371	\$231	\$321	\$249	\$495
49,837	44,205	50,182	56,278	59,489
49,740	44,224	44,991	48,149	56,799

FORT PIERCE UTILITIES AUTHORITY
Capital Asset Statistics by Utility System
 Last Ten Fiscal Years

	As of September 30									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
ELECTRIC										
Miles of transmission and distribution lines	433	428	440	440	440	440	440	440	440	440
WATER										
Miles of water mains	393	390	385	385	385	385	384	384	360	360
Number of hydrants	1,689	1,661	1,645	1,642	1,629	1,622	1,612	1,606	1,515	1,515
Number of surficial wells	36	36	36	36	36	36	36	36	36	41
Number of floridan wells	11	11	11	11	11	11	11	11	11	9
NATURAL GAS										
Miles of main lines	171	171	171	170	167	168	167	165	165	165
Miles of service lines	81	81	81	80	80	80	80	83	83	83
WASTEWATER										
Miles of force mains	97	97	97	97	97	97	97	97	98	88
Miles of gravity sewer lines	174	172	172	172	172	172	171	171	170	168
Number of lift stations	118	117	116	116	116	116	116	116	117	118

Source: Various FPUA departments

FORT PIERCE UTILITIES AUTHORITY
Ten Largest Customers
Fiscal Year 2019

Ranking	Customer Name	Utility Service	Unit Sales	Revenues	Total
1	St. Lucie County Board of County Commissioners	Electric (kWh)	13,856,032	\$1,583,701	\$4,289,492
		Water (kgal.)	411,766	1,469,132	
		Wastewater	141,960	1,200,178	
		Natural Gas (ccf)	25,314	36,481	
2	St. Lucie County School Board	Electric (kWh)	20,503,819	\$2,426,149	\$2,991,530
		Water (kgal.)	32,704	223,653	
		Wastewater	31,784	268,074	
		Natural Gas (ccf)	45,676	73,654	
3	Indian River State College	Electric (kWh)	19,726,497	\$2,095,750	\$2,553,838
		Water (kgal.)	29,464	173,253	
		Wastewater	23,574	182,174	
		Natural Gas (ccf)	97,327	102,661	
4	Lawnwood Regional Medical Center	Electric (kWh)	19,450,253	\$1,738,393	\$2,200,623
		Water (kgal.)	23,998	113,073	
		Wastewater	13,816	93,408	
		Natural Gas (ccf)	304,548	255,749	
5	City of Fort Pierce	Electric (kWh)	9,763,355	\$1,129,912	\$1,784,209
		Water (kgal.)	65,987	578,231	
		Wastewater	5,779	69,230	
		Natural Gas (ccf)	1,781	6,836	
6	Fort Pierce Utilities Authority	Electric (kWh)	15,657,539	\$1,629,470	\$1,731,109
		Water (kgal.)	5,388	46,705	
		Wastewater	2,494	33,540	
		Natural Gas (ccf)	16,068	21,394	
7	Florida Atlantic University	Electric (kWh)	11,838,841	\$1,221,871	\$1,221,871
		Water (kgal.)			
		Wastewater			
		Natural Gas (ccf)			
8	Fort Pierce Housing Authority	Electric (kWh)	3,636,705	\$413,940	\$955,416
		Water (kgal.)	30,480	215,524	
		Wastewater	30,983	271,696	
		Natural Gas (ccf)	21,882	54,256	
9	Orchid Island Juice Company	Electric (kWh)	6,191,078	\$661,290	\$914,013
		Water (kgal.)	18,066	70,838	
		Wastewater	17,895	104,644	
		Natural Gas (ccf)	93,481	77,241	
10	Florida Power & Light Company	Electric (kWh)	4,320	\$1,690	\$831,994
		Water (kgal.)	190,085	825,871	
		Wastewater	166	4,433	
		Natural Gas (ccf)			
TOTAL REVENUES BY UTILITY		Electric		\$12,902,166	
		Water		3,716,280	
		Wastewater		2,227,377	
		Natural Gas		628,272	
TOTAL COMBINED REVENUES					\$19,474,095



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board Members
Fort Pierce Utilities Authority
Fort Pierce, Florida

We have audited the financial statements of Fort Pierce Utilities Authority ("FPUA"), as of and for the year ended September 30, 2019, which collectively comprise of FPUA's basic financial statements and have issued our report thereon dated February 18, 2020. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered FPUA's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of FPUA's internal control. Accordingly, we do not express an opinion on the effectiveness of FPUA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether FPUA's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
February 18, 2020



BOARD SUBMISSION FORM

Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
PO Box 3191 | Fort Pierce, FL 34948-3191
Phone: 772.466.1600

Department: 21 - Finance

Board Meeting Date: 3/17/2020

Item: X Regular Agenda Consent Agenda

Subject: Resolution No. UA 2020-04, Final Budget Amendment for FY 2019

Recommendation:

Adopt Resolution No. UA 2020-04, a resolution amending the budget of Fort Pierce Utilities Authority of the City of Fort Pierce, Florida for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Gal M. Tomp

FORT PIERCE UTILITIES AUTHORITY

Fort Pierce, Florida



FINAL BUDGET AMENDMENT

FISCAL YEAR 2019

RESOLUTION NO. UA 2020-04

A RESOLUTION AMENDING THE BUDGET OF FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019.

BE IT RESOLVED BY FORT PIERCE UTILITIES AUTHORITY:

SECTION I: That in accordance with City of Fort Pierce Charter, Article XII, Section 176 and Section 178, Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, hereby amends its budget for fiscal year 2019 for the operation of the utilities systems for the City of Fort Pierce, Florida, by adjusting various budget items as set forth in the attached schedule consisting of 45 pages.

SECTION II: Attached hereto and incorporated herein by reference is the 45 page schedule referred to above.

SECTION III: That it shall be the duty of the Director of Fort Pierce Utilities Authority to adjust the accounts and perform necessary transfers among the accounts to conform to the amended budget.

SECTION IV: That this Resolution shall be in full force and effect upon adoption by the Fort Pierce Utilities Authority Board and the City Commission of the City of Fort Pierce, Florida, and shall be effective retroactive to September 30, 2019.

This Resolution is adopted this 17th day of March, 2020.

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

Memorandum

To: John K. Tompeck, P.E., Director of Utilities

From: Nina B. Penick, CPA, Director of Financial Services

Date: March 11, 2020

Subject: **Resolution No. UA 2020-04, Final Budget Amendment for FY 2019**

RECOMMENDATION:

Adopt Resolution No. UA 2020-04, a resolution amending the budget of Fort Pierce Utilities Authority of the City of Fort Pierce, Florida for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

SUMMARY/SUPPORTING INFORMATION:

Presented for the Board's review and approval is the Final Budget Amendment for FY 2019.

The Final Budget Amendment reflects revenues in the amount of \$106,489,538, a decrease of \$6,374,349 (5.7%) as compared to the Amended FY 2019 Budget, which was approved by the Board on July 2, 2019. As well, the Final Budget Amendment reflects expenses in the amount of \$107,516,679 (budget basis), a decrease of \$3,611,555 (3.2%) from the Amended FY 2019 Budget figure of \$111,128,234. Also presented in the budget amendment summary is a recap of FPUA's expenses as presented in the financial statements and the calculation of the Change in Net Position. The difference between the two presentations is that capitalized salary, benefit and overhead costs are included in the budgeted expenditures, but are excluded from expenses for financial statement reporting purposes, in accordance with Generally Accepted Accounting Principles.

Increase in Net Position

FPUA's financial statements reflect an increase in net position for FY 2019 in the amount of \$276,462 as compared to the \$3,838,653 increase projected in the Amended FY 2019 Budget.



Memorandum

Unit Sales and Revenues

As shown in the table below, unit sales were above the amended projections for all utilities except Water.

	Amended Budget	Actual	Increase (Decrease)	Percent
Electric (MWh)	552,000	568,643	16,643	3.02%
Water (*)	2,750,400	2,734,275	(16,125)	(0.59%)
Wastewater (*)	1,564,400	1,584,386	19,986	1.28%
Natural Gas (ccf)	4,485,459	4,658,023	172,564	3.85%

* Thousands of Gallons

Expenses

Overall lower than projected budgetary expenses, in the amount of \$3,611,555 (3.2%), was the result of lower than projected purchased power and gas costs in the amount of \$5,288,298. This decrease was offset in part by increases in:

- Retirement expenses, in the amount of \$2,134,882, due to recording pension liability accruals required by Governmental Accounting Standards Board Statement No. 68.
- Depreciation expense, in the amount of \$958,501, primarily due to the reduction of the useful lives of some Water Treatment Plant assets.
- Storm expenses, in the amount of \$264,249, as a result of preparing for Hurricane Dorian.

Summary

Fiscal Year 2019 was another year of maintaining effective cost controls and improving efficiency at FPUA, while continuing to respond to public needs and providing quality service.

ALTERNATIVES (IF ANY):

None

ATTACHMENTS:

Resolution No. UA 2020-04



**FORT PIERCE UTILITIES AUTHORITY
FY 2019 FINAL BUDGET AMENDMENT
SUMMARY**

	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
REVENUES			
ELECTRIC	\$ 70,930,228	\$ 65,190,831	\$ (5,739,397)
WATER	18,362,623	18,655,668	293,045
NATURAL GAS	4,930,607	5,021,822	91,215
WASTEWATER	15,554,652	14,350,931	(1,203,721)
MOEC	507,747	494,319	(13,428)
FPUAnet	589,729	491,170	(98,559)
TCEC	1,988,301	2,284,797	296,496
TOTAL REVENUES	\$ 112,863,887	\$ 106,489,538	\$ (6,374,349)

EXPENSES PER THE FINANCIAL STATEMENTS

ELECTRIC	\$ 69,843,893	\$ 65,436,667	\$ (4,407,226)
WATER	18,599,103	19,807,253	1,208,150
NATURAL GAS	5,027,433	4,967,768	(59,665)
WASTEWATER	12,428,573	12,675,368	246,795
MOEC	507,747	494,319	(13,428)
FPUAnet	630,184	546,904	(83,280)
TCEC	1,988,301	2,284,797	296,496
TOTAL EXPENSES	\$ 109,025,234	\$ 106,213,076	\$ (2,812,158)

INCREASE (DECREASE) IN NET POSITION

ELECTRIC	\$ 1,086,335	\$ (245,836)	\$ (1,332,171)
WATER	(236,480)	(1,151,585)	(915,105)
NATURAL GAS	(96,826)	54,054	150,880
WASTEWATER	3,126,079	1,675,563	(1,450,516)
MOEC	-	-	-
FPUAnet	(40,455)	(55,734)	(15,279)
TCEC	-	-	-
CHANGE IN NET POSITION	\$ 3,838,653	\$ 276,462	\$ (3,562,191)



**ALLOCATION DISTRIBUTION
FY 2019**

	DEPARTMENT	CAPITAL	ELECTRIC	WATER	GAS	WASTEWATER	OTHER	TOTAL
01	MOEC	-	-	-	-	-	493,939	493,939
02	TCEC	-	-	-	-	-	2,284,797	2,284,797
10	BOARD	4,488	42,553	30,645	6,174	22,743	102	106,705
11	DIRECTOR OF UTILITIES	13,522	149,710	107,814	21,721	80,016	360	373,143
12	ATTORNEY	6,051	49,840	35,892	7,231	26,638	120	125,772
15	HUMAN RESOURCES	49,310	117,816	112,237	28,068	78,556	5,614	391,601
18	SAFETY	10,682	77,435	73,768	18,447	51,631	3,689	235,652
21	FINANCE	68,975	709,526	510,967	102,943	379,220	1,704	1,773,335
22	MATERIALS MANAGEMENT	294,214	183,425	131,771	77,877	46,164	-	733,451
31	UTILITY SUPPORT SERVICES	7,612	112,777	107,436	26,867	75,195	5,374	335,261
32	INFORMATION TECHNOLOGY SERVICES	127,543	980,222	933,803	233,522	653,576	46,704	2,975,370
35	FACILITIES	28,951	253,283	323,832	39,143	157,032	-	802,241
39	ADMINISTRATIVE & GENERAL	-	-	-	-	-	380	380
41	COMMUNITY RELATIONS	282	82,388	59,332	11,954	44,033	198	198,187
43	CUSTOMER SERVICE	1,293	931,657	670,936	135,172	497,943	2,238	2,239,239
49	ADMINISTRATIVE & GENERAL	2,699	14,320	13,642	3,412	9,548	682	44,303
51	DIRECTOR OF ELECTRIC & GAS SYSTEMS	10,508	323,756	-	-	-	-	334,264
52	POWER GENERATION	-	176	-	-	-	-	176
53	ELECTRIC PURCHASES FOR RESALE	-	41,923,532	-	-	-	-	41,923,532
54	ELECTRIC TRANSMISSION & DISTRIBUTION	310,429	8,236,129	-	-	-	-	8,546,558
55	ELECTRIC OPERATIONS	2,946	2,171,786	-	-	-	-	2,174,732
56	ELECTRIC & GAS ENGINEERING	3,213	1,409,613	-	-	-	-	1,412,826
59	ADMINISTRATIVE & GENERAL	-	7,666,723	-	-	-	-	7,666,723
61	DIRECTOR OF WATER/ WASTEWATER SYSTEMS	5,186	-	134,360	-	89,574	-	229,120
62	WATER RESOURCES	1,950	-	8,036,831	-	-	-	8,038,781
64	WATER DISTRIBUTION	87,876	-	5,393,492	-	-	-	5,481,368
66	WATER/WASTEWATER ENGINEERING	135,648	-	682,487	-	454,991	-	1,273,126
69	ADMINISTRATIVE & GENERAL	-	-	2,448,008	-	-	-	2,448,008
74	GAS OPERATIONS	44,954	-	-	1,992,330	-	-	2,037,284
75	NATURAL GAS PURCHASES FOR RESALE	-	-	-	1,788,170	-	-	1,788,170
79	ADMINISTRATIVE & GENERAL	-	-	-	474,737	-	-	474,737
82	WATER RECLAMATION	6,652	-	-	-	3,809,490	-	3,816,142
84	WASTEWATER COLLECTION	76,773	-	-	-	4,726,268	-	4,803,041
89	ADMINISTRATIVE &	-	-	-	-	1,472,750	-	1,472,750
93	FPUAnet COMMUNICATIONS	1,846	-	-	-	-	451,870	453,716
99	ADMINISTRATIVE & GENERAL	-	-	-	-	-	28,249	28,249
	TOTALS	1,303,603	65,436,667	19,807,253	4,967,768	12,675,368	3,326,020	107,516,679

OPERATIONS AND MAINTENANCE EXPENSE ANALYSIS BY OBJECT CODE

OBJECT CODE		ACTUAL FY 2017	ACTUAL FY 2018	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019
<u>PERSONNEL SERVICES</u>					
1010	SALARIES & WAGES	\$ 13,540,823	\$ 14,075,785	\$ 15,442,849	\$ 15,369,222
1020	OVERTIME	725,485	780,338	893,900	907,492
	<i>PERSONNEL SERVICES TOTAL</i>	<u>14,266,308</u>	<u>14,856,123</u>	<u>16,336,749</u>	<u>16,276,714</u>
<u>EMPLOYEE BENEFITS</u>					
4050	RETIREMENT	4,183,259	3,868,134	2,786,365	4,921,247
4060	FICA	1,082,848	1,097,382	1,241,552	1,196,984
4070	EMPLOYEES' INSURANCE	3,340,076	4,020,275	4,070,000	4,274,678
4090	VACATION PAY EXPENSE	38,747	11,322	-	61,139
4100	SICK PAY EXPENSE	127,292	35,227	-	134,361
4110	NET OPEB EXPENSE	31,000	157,890	(12,435)	11,823
4600	WORKERS' COMPENSATION	238,467	252,061	260,448	236,912
4640	UNEMPLOYMENT CLAIMS	5,516	4,967	10,000	-
	<i>EMPLOYEE BENEFITS TOTAL</i>	<u>9,047,205</u>	<u>9,447,258</u>	<u>8,355,930</u>	<u>10,837,144</u>
<u>CONTRACTUAL SERVICES</u>					
2110	ADVERTISING	35,218	33,876	49,820	46,605
2122	RENTALS	59,426	60,056	70,380	61,970
2131	MAINTENANCE OF STRUCTURES	86,488	59,976	109,500	63,569
2132	MAINTENANCE OF VEHICLES	102,185	140,999	162,250	191,317
2133	MAINTENANCE OF EQUIPMENT	92,926	172,343	161,307	83,342
2139	MAINTENANCE/SERVICE CONTRACTS	2,828,595	2,854,938	3,448,458	3,049,060
2140	POSTAGE	202,148	173,096	214,419	188,584
2151	PRINTING	62,952	59,993	91,126	58,723
2161	PROFESSIONAL FEES - AUDIT	53,100	40,900	50,600	41,620
2164	PROFESSIONAL FEES - CONS/ENG	320,279	182,815	235,014	191,956
2165	TEMPORARY LABOR	20,008	49,531	21,550	18,434
2166	PROFESSIONAL FEES - OTHER	258,205	225,397	182,127	70,630
2170	TRAINING	235,956	237,079	384,256	252,668
2171	TRAVEL	16,460	14,130	17,494	4,845
2172	CAR ALLOWANCE	133,213	132,726	145,125	140,236
2190	COMMUNICATIONS	169,550	175,106	183,300	180,889
2200	UTILITIES	1,914,679	1,995,670	1,799,148	1,855,321
2230	EMPLOYEE RELATIONS	41,274	45,089	57,528	49,317
2240	BUSINESS RELATIONS	5,545	3,134	5,269	2,651
2250	COMMUNITY RELATIONS	89,000	114,266	125,000	77,761
2260	MEMBERSHIPS - PROFESSIONAL	61,125	63,175	75,393	68,753
2262	MEMBERSHIPS - CIVIC	3,553	3,821	22,840	18,713
2290	BILLING - HOUSING AUTHORITY	6,765	3,935	2,500	2,398
	<i>CONTRACTUAL SERVICES TOTAL</i>	<u>6,798,650</u>	<u>6,842,051</u>	<u>7,614,404</u>	<u>6,719,362</u>
<u>PURCHASES FOR RESALE</u>					
3360	PURCHASES FOR RESALE	45,522,831	43,288,650	49,133,000	43,795,513
	<i>PURCHASES FOR RESALE TOTAL</i>	<u>45,522,831</u>	<u>43,288,650</u>	<u>49,133,000</u>	<u>43,795,513</u>

OPERATIONS AND MAINTENANCE EXPENSE ANALYSIS BY OBJECT CODE

OBJECT CODE		ACTUAL FY 2017	ACTUAL FY 2018	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019
	<u>COMMODITIES</u>				
3311	OFFICE SUPPLIES	85,047	74,967	99,854	87,249
3313	SUBSCRIPTIONS	6,122	14,440	13,066	12,734
3316	OPERATING SUPPLIES	1,377,429	1,629,610	1,734,425	1,674,428
3320	CHEMICALS	780,576	922,526	1,128,000	1,056,283
3331	VEHICLE SUPPLIES	310,022	406,225	406,527	365,528
3340	SMALL TOOLS	88,300	114,065	102,036	83,954
	<i>COMMODITIES TOTAL</i>	<u>2,647,496</u>	<u>3,161,833</u>	<u>3,483,908</u>	<u>3,280,176</u>
	<u>FIXED & SUNDRY</u>				
4010	COST OF GOODS SOLD	64,294	68,328	75,000	64,561
4015	SALES DISCOUNTS	8,844	6,738	10,000	5,695
4020	CASH (OVER) SHORT	(211)	(3,130)	150	5
4080	EMPLOYEE SUGGESTIONS & AWARDS	11,981	8,699	14,026	6,186
4509	OTHER TAXES	36,097	38,104	38,845	36,479
4510	GROSS RECEIPTS TAX	1,632,499	1,687,560	1,659,500	1,681,194
4520	LICENSES & PERMITS	166,445	57,824	68,850	65,654
4531	CIVIC CONTRIBUTIONS	253,919	223,944	207,747	221,608
4610	PROPERTY & LIAB./INS & UNINSUR	586,976	462,152	493,916	573,093
4666	INVENTORY ADJUSTMENTS	23,043	(3,421)	28,000	226,475
4700	UTILITY BAD DEBT EXPENSE	261,696	159,799	150,000	41,034
5730	BANK CHARGES	316,234	331,173	341,000	342,880
9005	DUPLICATE CHARGES	(51,768)	(48,866)	(49,300)	(49,184)
	<i>FIXED & SUNDRY TOTAL</i>	<u>3,310,049</u>	<u>2,988,904</u>	<u>3,037,734</u>	<u>3,215,680</u>
	<u>INTEREST EXPENSES</u>				
5721	INTEREST - BONDS	3,416,642	3,205,293	2,979,168	2,979,169
5723	INTEREST - DEPOSITS	10,857	23,083	39,000	41,247
5725	CAPITALIZED INTEREST	(126,355)	(174,683)	-	-
5729	INTEREST OTHER	-	359	-	583
5731	AMORTIZATION OF BOND DISCOUNT	23,950	23,337	22,711	22,711
	<i>INTEREST EXPENSES TOTAL</i>	<u>3,325,094</u>	<u>3,077,389</u>	<u>3,040,879</u>	<u>3,043,710</u>
	<u>MISCELLANEOUS</u>				
5710	STORM EXPENSES	297,236	18,928	-	264,249
9000	CITY DISTRIBUTION	5,968,785	6,138,645	6,125,454	6,125,454
9010	CONTINGENCY	-	-	1,000,000	-
9030	DEPRECIATION	12,774,414	12,993,143	13,000,000	13,958,501
9050	EXTRAORDINARY EXPENSE	1,886	654	176	176
	<i>MISCELLANEOUS TOTAL</i>	<u>19,042,321</u>	<u>19,151,370</u>	<u>20,125,630</u>	<u>20,348,380</u>
	<u>GRAND TOTAL</u>	<u>\$ 103,959,954</u>	<u>\$ 102,813,578</u>	<u>\$ 111,128,234</u>	<u>\$ 107,516,679</u>

ELECTRIC REVENUES

	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
<u>OPERATING REVENUES</u>			
<i>SALES OF ELECTRICITY:</i>			
<i>RESIDENTIAL SALES:</i>			
INSIDE CITY	\$ 23,734,000	\$ 24,237,597	\$ 503,597
OUTSIDE CITY	5,783,000	5,955,105	172,105
<i>GENERAL SERVICE:</i>			
INSIDE CITY	29,459,000	29,973,214	514,214
OUTSIDE CITY	5,400,000	5,455,701	55,701
<i>POWER COST ADJUSTMENT:</i>			
RESIDENTIAL	1,334,677	(1,582,038)	(2,916,715)
GENERAL SERVICE	1,769,223	(1,748,390)	(3,517,613)
UNBILLED SERVICE REVENUE	-	(872,500)	(872,500)
<i>RENTAL LIGHTS:</i>			
RESIDENTIAL	75,000	75,257	257
GENERAL SERVICE	1,091,000	1,097,820	6,820
STREET & TRAFFIC SIGNALS	516,000	515,225	(775)
<i>TOTAL</i>	69,161,900	63,106,991	(6,054,909)
<i>OTHER OPERATING REVENUES:</i>			
MISCELLANEOUS SERVICE REVENUE	974,000	1,024,696	50,696
<i>TOTAL OPERATING REVENUES</i>	70,135,900	64,131,687	(6,004,213)
<u>NON-OPERATING REVENUES</u>			
INVESTMENT INCOME	321,000	336,691	15,691
GRANT REVENUE	-	371,085	371,085
REVENUE FOR CITY BILLING	77,931	77,931	-
MISCELLANEOUS INCOME	6,000	7,715	1,715
GAIN (LOSS) ON DISPOSITION OF PROPERTY	34,000	(33,025)	(67,025)
<i>TOTAL NON-OPERATING REVENUES</i>	438,931	760,397	321,466
<i>REVENUES BEFORE CAPITAL CONTRIBUTIONS</i>	70,574,831	64,892,084	(5,682,747)
<u>CAPITAL CONTRIBUTIONS</u>			
CONTRIBUTED CAPITAL - CASH	177,000	198,111	21,111
CONTRIBUTED CAPITAL - NONCASH	-	3,153	3,153
<i>REVENUES BEFORE EXTRAORINARY ITEMS</i>	70,751,831	65,093,348	(5,658,483)
<u>EXTRAORDINARY INCOME</u>	178,397	97,483	(80,914)
<u>TOTAL REVENUES</u>	<u>\$ 70,930,228</u>	<u>\$ 65,190,831</u>	<u>\$ (5,739,397)</u>

NATURAL GAS REVENUES

	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
<u>OPERATING REVENUES</u>			
<i>SALES OF GAS:</i>			
<i>RESIDENTIAL SALES:</i>			
INSIDE CITY	\$ 1,049,000	\$ 1,062,375	\$ 13,375
OUTSIDE CITY	165,000	176,253	11,253
<i>GENERAL SERVICE:</i>			
INSIDE CITY	2,257,000	2,314,606	57,606
OUTSIDE CITY	484,000	518,438	34,438
<i>CONTRACT SALES</i>			
COMMERCIAL	219,000	218,731	(269)
INDUSTRIAL	170,000	190,177	20,177
<i>HEAT ONLY:</i>			
RESIDENTIAL	6,000	6,343	343
GENERAL SERVICE	2,000	1,695	(305)
<i>PURCHASED GAS ADJUSTMENT:</i>			
RESIDENTIAL	(51,000)	(44,610)	6,390
GENERAL SERVICE	384,000	347,822	(36,178)
COMPRESSED NATURAL GAS	1,000	7,282	6,282
UNBILLED SERVICE REVENUE	-	29,500	29,500
TOTAL	4,686,000	4,828,612	142,612
 <i>OTHER OPERATING REVENUES:</i>			
MISCELLANEOUS SERVICE REVENUE	62,000	59,393	(2,607)
 <i>TOTAL OPERATING REVENUES</i>	 4,748,000	 4,888,005	 140,005
 <u>NON-OPERATING REVENUES</u>			
INVESTMENT INCOME	24,000	25,126	1,126
REVENUE FOR CITY BILLING	11,307	11,307	-
GAS PIPING & APPLIANCE SALES	189,000	183,216	(5,784)
GAS PIPING & APPLIANCE COSTS	(77,000)	(124,404)	(47,404)
MISCELLANEOUS INCOME	300	26	(274)
GAIN ON DISPOSITION OF PROPERTY	-	-	-
 <i>TOTAL NON-OPERATING REVENUES</i>	 147,607	 95,271	 (52,336)
 <i>REVENUES BEFORE CAPITAL CONTRIBUTIONS</i>	 4,895,607	 4,983,276	 87,669
 <u>CONTRIBUTED CAPITAL - CASH</u>	 35,000	 38,546	 3,546
 TOTAL REVENUES	 \$ 4,930,607	 \$ 5,021,822	 \$ 91,215

WATER REVENUES

	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
<u>OPERATING REVENUES</u>			
<i>SALES OF WATER:</i>			
<i>RESIDENTIAL SALES:</i>			
INSIDE CITY	\$ 5,021,000	\$ 5,063,018	\$ 42,018
OUTSIDE CITY	1,948,000	1,964,062	16,062
<i>GENERAL SERVICE:</i>			
INSIDE CITY	5,920,000	5,964,169	44,169
OUTSIDE CITY	2,920,000	2,877,613	(42,387)
UNBILLED SERVICE REVENUE	-	13,000	13,000
SALES FOR RESALE	957,000	1,061,407	104,407
FIRE PROTECTION	166,000	164,872	(1,128)
TOTAL	16,932,000	17,108,141	176,141
<i>OTHER OPERATING REVENUES:</i>			
MISCELLANEOUS SERVICE REVENUE	435,500	526,326	90,826
TOTAL OPERATING REVENUES	17,367,500	17,634,467	266,967
<u>NON-OPERATING REVENUES</u>			
INVESTMENT INCOME	77,000	80,603	3,603
GRANT REVENUE	-	27,296	27,296
REVENUE FOR CITY BILLING	56,123	56,123	-
MISCELLANEOUS INCOME	2,000	950	(1,050)
TOTAL NON-OPERATING REVENUES	135,123	164,972	29,849
REVENUES BEFORE CAPITAL CONTRIBUTIONS	17,502,623	17,799,439	296,816
<u>CAPITAL CONTRIBUTIONS</u>			
CAPITAL IMPROVEMENT CHARGES	425,900	374,268	(51,632)
CAPACITY REDUCTIONS	(275,900)	-	275,900
CONTRIBUTED CAPITAL - CASH	495,000	421,557	(73,443)
CONTRIBUTED CAPITAL - NONCASH	215,000	60,404	(154,596)
TOTAL CAPITAL CONTRIBUTIONS	860,000	856,229	(3,771)
TOTAL REVENUES	\$ 18,362,623	\$ 18,655,668	\$ 293,045

WASTEWATER REVENUES

	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
<u>OPERATING REVENUES</u>			
<i>WASTEWATER CHARGES:</i>			
<i>RESIDENTIAL:</i>			
INSIDE CITY	\$ 5,101,000	\$ 5,137,620	\$ 36,620
OUTSIDE CITY	593,000	604,543	11,543
 <i>GENERAL SERVICE:</i>			
INSIDE CITY	5,808,000	5,554,729	(253,271)
OUTSIDE CITY	1,130,000	1,154,742	24,742
REVENUE FROM ST. LUCIE COUNTY	432,000	578,916	146,916
UNBILLED SERVICE REVENUE	<u>-</u>	<u>(81,600)</u>	<u>(81,600)</u>
<i>TOTAL</i>	13,064,000	12,948,950	(115,050)
 <i>OTHER OPERATING REVENUES:</i>			
OTHER WASTEWATER REVENUES	<u>1,521,000</u>	<u>898,161</u>	<u>(622,839)</u>
 <i>TOTAL OPERATING REVENUES</i>	14,585,000	13,847,111	(737,889)
 <u>NON-OPERATING REVENUES</u>			
INVESTMENT INCOME	58,000	61,063	3,063
GRANT REVENUE	-	21,030	21,030
REVENUE FOR CITY BILLING	41,652	41,652	-
MISCELLANEOUS INCOME	<u>2,000</u>	<u>1,454</u>	<u>(546)</u>
<i>TOTAL NON-OPERATING REVENUES</i>	<u>101,652</u>	<u>125,199</u>	<u>23,547</u>
 <i>REVENUES BEFORE CAPITAL CONTRIBUTIONS</i>	14,686,652	13,972,310	(714,342)
 <u>CAPITAL CONTRIBUTIONS</u>			
CAPITAL IMPROVEMENT CHARGES	973,500	276,217	(697,283)
CAPITAL IMPROVEMENT CHARGES-MWRF	-	97,732	97,732
CAPACITY REDUCTIONS	(625,500)	-	625,500
CONTRIBUTED CAPITAL - NONCASH	<u>520,000</u>	<u>4,672</u>	<u>(515,328)</u>
<i>TOTAL CAPITAL CONTRIBUTIONS</i>	<u>868,000</u>	<u>378,621</u>	<u>(489,379)</u>
 <i>TOTAL REVENUES</i>	 <u><u>\$ 15,554,652</u></u>	 <u><u>\$ 14,350,931</u></u>	 <u><u>\$ (1,203,721)</u></u>

MANATEE OBSERVATION & EDUCATION CENTER REVENUES

	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
<u>OPERATING REVENUES</u>			
FPUA CONTRIBUTION	\$ 207,747	\$ 221,606	\$ 13,859
GIFT SHOP SALES	155,000	141,114	(13,886)
BOAT TOURS	23,000	20,693	(2,307)
DONATIONS	6,500	6,912	412
ADMISSIONS	19,000	19,354	354
TEACHING INCOME & CAMPS	21,500	16,676	(4,824)
MEMBERSHIPS	5,000	1	(4,999)
FUND RAISING INCOME	5,000	2,504	(2,496)
TOTAL OPERATING REVENUES	442,747	428,860	(13,887)
<u>NON-OPERATING REVENUES</u>			
GRANTS	10,000	3,570	(6,430)
INVESTMENT AND OTHER INCOME	-	-	-
GAIN (LOSS) ON DISPOSITION OF PROPERTY	55,000	61,889	6,889
TOTAL NON-OPERATING REVENUES	65,000	65,459	459
TOTAL REVENUES	\$ 507,747	\$ 494,319	\$ (13,428)

FPUAnet COMMUNICATIONS REVENUES

	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
<u>OPERATING REVENUES</u>			
DEDICATED INTERNET ACCESS	\$ 172,112	\$ 177,199	\$ 5,087
COMMON CARRIER TELECOM SERVICES	135,210	103,374	(31,836)
FIBER BANDWIDTH CONNECTIONS	122,410	124,377	1,967
DARK FIBER TRANSMISSION	34,362	33,300	(1,062)
WIRELESS BROADBAND INTERNET ACCESS	20,012	19,012	(1,000)
WIRELESS BANDWIDTH CONNECTIONS	5,436	5,287	(149)
OTHER OPERATING REVENUES	-	2,323	2,323
TOTAL OPERATING REVENUES	489,542	464,872	(24,670)
<u>NON-OPERATING REVENUES</u>			
REVENUES FOR CITY BILLING	187	187	-
TOTAL NON-OPERATING REVENUES	187	187	-
REVENUES BEFORE CAPITAL CONTRIBUTIONS	489,729	465,059	(24,670)
<u>CONTRIBUTED CAPITAL - CASH</u>	100,000	26,111	(73,889)
TOTAL REVENUES	\$ 589,729	\$ 491,170	\$ (98,559)

TREASURE COAST ENERGY CENTER REVENUES

	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
<u>NON-OPERATING REVENUES</u>			
FMPA O&M CONTRACT INCOME	\$ 1,988,301	\$ 2,284,797	\$ 296,496
TOTAL NON-OPERATING REVENUES	1,988,301	2,284,797	296,496
TOTAL REVENUES	\$ 1,988,301	\$ 2,284,797	\$ 296,496

DEPT. 01 - MANATEE OBSERVATION & EDUCATION CENTER

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 180,969	\$ 174,106	\$ (6,863)
1020	OVERTIME	700	1,729	1,029
2110	ADVERTISING	10,100	10,415	315
2131	MAINTENANCE OF STRUCTURES	2,500	3,716	1,216
2133	MAINTENANCE OF EQUIPMENT	700	499	(201)
2139	MAINTENANCE/SERVICE CONTRACTS	23,500	24,805	1,305
2140	POSTAGE	500	246	(254)
2151	PRINTING	1,800	1,178	(622)
2166	PROFESSIONAL FEES - OTHER	400	225	(175)
2170	TRAINING	1,000	885	(115)
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	3,200	3,111	(89)
2200	UTILITIES	8,500	9,194	694
2230	EMPLOYEE/VOLUNTEER RELATIONS	4,550	3,823	(727)
2260	MEMBERSHIPS - PROFESSIONAL	545	505	(40)
2262	MEMBERSHIPS - CIVIC	350	330	(20)
3311	OFFICE SUPPLIES	2,400	1,769	(631)
3316	OPERATING SUPPLIES	58,000	33,319	(24,681)
3331	VEHICLE SUPPLIES	300	166	(134)
4010	COST OF GOODS SOLD	75,000	64,561	(10,439)
4015	SALES DISCOUNTS	10,000	5,695	(4,305)
4020	CASH (OVER) SHORT	150	17	(133)
4050	RETIREMENT	32,900	56,712	23,812
4060	FICA	13,898	12,979	(919)
4070	EMPLOYEES' INSURANCE	48,000	49,634	1,634
4090	VACATION PAY EXPENSE	-	6,242	6,242
4100	SICK PAY EXPENSE	-	1,758	1,758
4110	NET OPEB EXPENSE	(180)	718	898
4520	LICENSES & PERMITS	50	30	(20)
4600	WORKERS' COMPENSATION	564	558	(6)
4610	PROPERTY & LIAB/INS & UNINSUR	4,001	3,989	(12)
4666	INVENTORY ADJUSTMENTS	3,000	1,201	(1,799)
5730	BANK CHARGES	6,000	5,627	(373)
9030	DEPRECIATION EXPENSE	11,050	10,897	(153)
	TOTALS	<u>\$ 507,747</u>	<u>\$ 493,939</u>	<u>\$ (13,808)</u>

DEPT. 39 - MANATEE OBSERVATION & EDUCATION CENTER ADMINISTRATION

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
9000	CITY DISTRIBUTION	\$ 380	\$ 380	\$ -
	TOTALS	<u>\$ 380</u>	<u>\$ 380</u>	<u>\$ -</u>

DEPT. 02 - TREASURE COAST ENERGY CENTER

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 1,130,280	\$ 1,167,875	\$ 37,595
1020	OVERTIME	295,000	339,349	44,349
2170	TRAINING	750	315	(435)
2172	CAR ALLOWANCE	10,320	10,320	-
3316	OPERATING SUPPLIES	1,530	675	(855)
4050	RETIREMENT	238,992	399,268	160,276
4060	FICA	109,034	109,480	446
4070	EMPLOYEES' INSURANCE	188,000	197,428	9,428
4090	VACATION PAY EXPENSE	-	26,065	26,065
4100	SICK PAY EXPENSE	-	18,876	18,876
4110	NET OPEB EXPENSE	(673)	169	842
4600	WORKERS' COMPENSATION	14,568	14,473	(95)
4610	PROPERTY & LIAB/INS & UNINSUR	500	504	4
		<u>\$ 1,988,301</u>	<u>\$ 2,284,797</u>	<u>\$ 296,496</u>

DEPT. 10 - BOARD

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 18,103	\$ 18,088	\$ (15)
2151	PRINTING	20	20	-
2166	PROFESSIONAL FEES - OTHER	8,079	8,079	-
2170	TRAINING	16,000	4,466	(11,534)
2171	TRAVEL	6,000	-	(6,000)
2172	CAR ALLOWANCE	9,600	9,600	-
2240	BUSINESS RELATIONS	520	636	116
2262	MEMBERSHIPS - CIVIC	1,395	1,318	(77)
3311	OFFICE SUPPLIES	55	55	-
4060	FICA	1,385	1,450	65
4070	EMPLOYEES' INSURANCE	60,000	62,445	2,445
4600	WORKERS' COMPENSATION	384	380	(4)
4610	PROPERTY & LIAB/INS & UNINSUR	168	168	-
	TOTALS	<u>\$ 121,709</u>	<u>\$ 106,705</u>	<u>\$ (15,004)</u>

DEPT. 11 - DIRECTOR OF UTILITIES

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 224,008	\$ 224,007	\$ (1)
2139	MAINTENANCE/SERVICE CONTRACTS	1,200	1,894	694
2140	POSTAGE	40	36	(4)
2151	PRINTING	20	20	-
2164	PROFESS. FEES - CONSULTING/ENG	2,500	-	(2,500)
2170	TRAINING	4,000	2,409	(1,591)
2171	TRAVEL	5,000	1,096	(3,904)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	500	375	(125)
2230	EMPLOYEE RELATIONS	9,400	9,396	(4)
2240	BUSINESS RELATIONS	1,500	319	(1,181)
2260	MEMBERSHIPS - PROFESSIONAL	1,000	-	(1,000)
2262	MEMBERSHIPS - CIVIC	1,000	-	(1,000)
3311	OFFICE SUPPLIES	1,500	886	(614)
3313	SUBSCRIPTIONS	148	-	(148)
4050	RETIREMENT	40,568	71,982	31,414
4060	FICA	17,137	15,085	(2,052)
4070	EMPLOYEES' INSURANCE	29,000	29,455	455
4080	EMPLOYEE SUGGESTIONS & AWARDS	1,061	-	(1,061)
4090	VACATION PAY EXPENSE	-	1,793	1,793
4100	SICK PAY EXPENSE	-	5,846	5,846
4110	NET OPEB EXPENSE	(90)	84	174
4520	LICENSES & PERMITS	500	89	(411)
4600	WORKERS' COMPENSATION	468	463	(5)
4610	PROPERTY & LIAB/INS & UNINSUR	2,280	2,279	(1)
9030	DEPRECIATION EXPENSE	500	469	(31)
	TOTALS	<u>\$ 348,400</u>	<u>\$ 373,143</u>	<u>\$ 24,743</u>

DEPT. 12 - ATTORNEY

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 107,328	\$ 107,740	\$ 412
2166	PROFESSIONAL FEES - OTHER	13,000	-	(13,000)
2170	TRAINING	100	(695)	(795)
2171	TRAVEL	208	-	(208)
4070	EMPLOYEES' INSURANCE	18,000	18,596	596
4600	WORKERS' COMPENSATION	<u>132</u>	<u>131</u>	<u>(1)</u>
	TOTALS	<u>\$ 138,768</u>	<u>\$ 125,772</u>	<u>\$ (12,996)</u>

DEPT. 15 - HUMAN RESOURCES

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 199,522	\$ 200,414	\$ 892
1020	OVERTIME	100	-	(100)
2110	ADVERTISING	2,500	1,985	(515)
2139	MAINTENANCE/SERVICE CONTRACTS	15,674	17,383	1,709
2140	POSTAGE	200	32	(168)
2151	PRINTING	200	153	(47)
2164	PROFESS. FEES - CONSULTING/ENG	25,000	19,500	(5,500)
2166	PROFESSIONAL FEES - OTHER	10,200	4,621	(5,579)
2170	TRAINING	30,000	4,127	(25,873)
2171	TRAVEL	106	10	(96)
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	800	808	8
2230	EMPLOYEE RELATIONS	2,653	1,800	(853)
2260	MEMBERSHIPS - PROFESSIONAL	1,000	531	(469)
3311	OFFICE SUPPLIES	5,000	4,477	(523)
3313	SUBSCRIPTIONS	2,122	2,162	40
4050	RETIREMENT	25,586	46,264	20,678
4060	FICA	15,271	14,185	(1,086)
4070	EMPLOYEES' INSURANCE	60,000	61,617	1,617
4080	EMPLOYEE SUGGESTIONS & AWARDS	11,965	5,326	(6,639)
4090	VACATION PAY EXPENSE	-	(4)	(4)
4100	SICK PAY EXPENSE	-	(1,274)	(1,274)
4110	NET OPEB EXPENSE	(135)	127	262
4600	WORKERS' COMPENSATION	228	226	(2)
4610	PROPERTY & LIAB/INS & UNINSUR	2,472	2,463	(9)
9030	DEPRECIATION EXPENSE	2,011	1,368	(643)
	TOTALS	<u>\$ 415,775</u>	<u>\$ 391,601</u>	<u>\$ (24,174)</u>

DEPT. 18 - SAFETY

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 90,143	\$ 89,444	\$ (699)
2132	MAINTENANCE OF VEHICLES	120	75	(45)
2139	MAINTENANCE/SERVICE CONTRACTS	8,000	8,388	388
2140	POSTAGE	100	130	30
2151	PRINTING	200	675	475
2166	PROFESSIONAL FEES - OTHER	6,500	4,077	(2,423)
2170	TRAINING	25,500	18,998	(6,502)
2171	TRAVEL	50	23	(27)
2190	COMMUNICATIONS	1,300	1,278	(22)
2230	EMPLOYEE RELATIONS	2,000	888	(1,112)
2260	MEMBERSHIPS - PROFESSIONAL	200	170	(30)
3311	OFFICE SUPPLIES	2,500	723	(1,777)
3313	SUBSCRIPTIONS	3,500	3,325	(175)
3316	OPERATING SUPPLIES	65,000	47,169	(17,831)
3331	VEHICLE SUPPLIES	1,350	2,893	1,543
4050	RETIREMENT	16,325	23,191	6,866
4060	FICA	6,896	6,548	(348)
4070	EMPLOYEES' INSURANCE	18,000	18,725	725
4080	EMPLOYEE SUGGESTIONS & AWARDS	1,000	860	(140)
4090	VACATION PAY EXPENSE	-	(1,175)	(1,175)
4100	SICK PAY EXPENSE	-	2,810	2,810
4110	NET OPEB EXPENSE	(45)	42	87
4600	WORKERS' COMPENSATION	432	428	(4)
4610	PROPERTY & LIAB/INS & UNINSUR	1,608	1,599	(9)
9030	DEPRECIATION EXPENSE	5,026	4,368	(658)
	TOTALS	<u>\$ 255,705</u>	<u>\$ 235,652</u>	<u>\$ (20,053)</u>

DEPT. 21 - FINANCE

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 758,108	\$ 753,985	\$ (4,123)
1020	OVERTIME	500	-	(500)
2110	ADVERTISING	4,300	3,745	(555)
2139	MAINTENANCE/SERVICE CONTRACTS	1,200	1,139	(61)
2140	POSTAGE	100	18	(82)
2151	PRINTING	100	20	(80)
2161	PROFESSIONAL FEES - AUDIT	50,600	41,620	(8,980)
2164	PROFESS. FEES - CONSULTING/ENG	35,000	12,414	(22,586)
2165	TEMPORARY LABOR	7,000	6,951	(49)
2166	PROFESSIONAL FEES - OTHER	25,400	21,450	(3,950)
2170	TRAINING	12,000	18,514	6,514
2171	TRAVEL	100	63	(37)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	1,600	1,577	(23)
2230	EMPLOYEE RELATIONS	600	560	(40)
2260	MEMBERSHIPS - PROFESSIONAL	1,600	1,601	1
3311	OFFICE SUPPLIES	6,900	6,743	(157)
3313	SUBSCRIPTIONS	500	478	(22)
4020	CASH (OVER) SHORT	-	189	189
4050	RETIREMENT	137,384	243,767	106,383
4060	FICA	58,034	54,193	(3,841)
4070	EMPLOYEES' INSURANCE	215,000	224,341	9,341
4090	VACATION PAY EXPENSE	-	9,694	9,694
4100	SICK PAY EXPENSE	-	15,227	15,227
4110	NET OPEB EXPENSE	(584)	507	1,091
4520	LICENSES & PERMITS	-	325	325
4600	WORKERS' COMPENSATION	1,925	2,056	131
4610	PROPERTY & LIAB/INS & UNINSUR	9,767	9,745	(22)
4640	UNEMPLOYMENT CLAIMS	10,000	-	(10,000)
5730	BANK CHARGES	335,000	337,253	2,253
	TOTALS	<u>\$ 1,677,294</u>	<u>\$ 1,773,335</u>	<u>\$ 96,041</u>

DEPT. 22 - MATERIALS MANAGEMENT

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 354,379	\$ 347,352	\$ (7,027)
1020	OVERTIME	6,500	4,347	(2,153)
2122	RENTALS	2,450	2,139	(311)
2132	MAINTENANCE OF VEHICLES	7,250	10,422	3,172
2133	MAINTENANCE OF EQUIPMENT	2,000	2,514	514
2139	MAINTENANCE/SERVICE CONTRACTS	5,600	2,553	(3,047)
2140	POSTAGE	150	-	(150)
2151	PRINTING	1,200	209	(991)
2170	TRAINING	3,000	3,289	289
2171	TRAVEL	100	-	(100)
2190	COMMUNICATIONS	4,800	4,423	(377)
2200	UTILITIES	30,600	29,895	(705)
2230	EMPLOYEE RELATIONS	250	-	(250)
2260	MEMBERSHIPS - PROFESSIONAL	300	83	(217)
3311	OFFICE SUPPLIES	2,000	1,492	(508)
3313	SUBSCRIPTIONS	1,300	1,802	502
3316	OPERATING SUPPLIES	19,000	7,330	(11,670)
3331	VEHICLE SUPPLIES	18,000	17,153	(847)
3340	SMALL TOOLS	2,000	2,818	818
4050	RETIREMENT	65,355	100,263	34,908
4060	FICA	27,607	22,224	(5,383)
4070	EMPLOYEES' INSURANCE	107,000	108,292	1,292
4090	VACATION PAY EXPENSE	-	(7,198)	(7,198)
4100	SICK PAY EXPENSE	-	(1,313)	(1,313)
4110	NET OPEB EXPENSE	(269)	253	522
4520	LICENSES & PERMITS	400	78	(322)
4600	WORKERS' COMPENSATION	5,075	5,060	(15)
4610	PROPERTY & LIAB/INS & UNINSUR	34,618	34,338	(280)
4666	INVENTORY ADJUSTMENTS	25,000	10,347	(14,653)
9030	DEPRECIATION EXPENSE	24,123	23,286	(837)
	TOTALS	<u>\$ 749,788</u>	<u>\$ 733,451</u>	<u>\$ (16,337)</u>

DEPT. 31 - DIRECTOR OF UTILITY SUPPORT SERVICES

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 177,674	\$ 178,030	\$ 356
2151	PRINTING	200	132	(68)
2164	PROFESS. FEES - CONSULTING/ENG	5,000	-	(5,000)
2170	TRAINING	3,200	2,533	(667)
2172	CAR ALLOWANCE	9,235	8,460	(775)
2190	COMMUNICATIONS	500	466	(34)
2230	EMPLOYEE RELATIONS	240	60	(180)
2240	BUSINESS RELATIONS	150	156	6
2260	MEMBERSHIPS - PROFESSIONAL	1,365	785	(580)
2262	MEMBERSHIPS - CIVIC	17,500	15,520	(1,980)
3311	OFFICE SUPPLIES	5,700	5,263	(437)
3313	SUBSCRIPTIONS	120	120	-
4050	RETIREMENT	32,177	58,076	25,899
4060	FICA	13,592	13,618	26
4070	EMPLOYEES' INSURANCE	40,000	41,569	1,569
4090	VACATION PAY EXPENSE	-	221	221
4100	SICK PAY EXPENSE	-	56	56
4110	NET OPEB EXPENSE	(90)	84	174
4520	LICENSES & PERMITS	99	99	-
4600	WORKERS' COMPENSATION	144	71	(73)
4610	PROPERTY & LIAB/INS & UNINSUR	1,776	1,775	(1)
9030	DEPRECIATION EXPENSE	-	8,167	8,167
	TOTALS	<u>\$ 308,582</u>	<u>\$ 335,261</u>	<u>\$ 26,679</u>

DEPT. 32 - INFORMATION TECHNOLOGY SERVICES

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 1,072,864	\$ 1,047,246	\$ (25,618)
1020	OVERTIME	6,000	5,067	(933)
2132	MAINTENANCE OF VEHICLES	3,680	1,910	(1,770)
2133	MAINTENANCE OF EQUIPMENT	3,000	2,019	(981)
2139	MAINTENANCE/SERVICE CONTRACTS	626,931	568,905	(58,026)
2140	POSTAGE	500	37	(463)
2151	PRINTING	111	111	-
2166	PROFESSIONAL FEES - OTHER	10,000	1,120	(8,880)
2170	TRAINING	48,875	46,599	(2,276)
2171	TRAVEL	600	904	304
2172	CAR ALLOWANCE	9,900	9,900	-
2190	COMMUNICATIONS	15,900	15,989	89
2230	EMPLOYEE RELATIONS	1,690	875	(815)
2260	MEMBERSHIPS - PROFESSIONAL	1,750	1,540	(210)
3311	OFFICE SUPPLIES	2,300	1,442	(858)
3313	SUBSCRIPTIONS	3,500	3,380	(120)
3316	OPERATING SUPPLIES	348,788	343,726	(5,062)
3331	VEHICLE SUPPLIES	1,400	1,604	204
3340	SMALL TOOLS	750	646	(104)
4050	RETIREMENT	186,460	334,919	148,459
4060	FICA	82,533	79,032	(3,501)
4070	EMPLOYEES' INSURANCE	278,000	284,884	6,884
4090	VACATION PAY EXPENSE	-	6,411	6,411
4100	SICK PAY EXPENSE	-	30,510	30,510
4110	NET OPEB EXPENSE	(763)	718	1,481
4600	WORKERS' COMPENSATION	1,296	1,283	(13)
4610	PROPERTY & LIAB/INS & UNINSUR	25,202	26,083	881
9030	DEPRECIATION EXPENSE	159,811	158,510	(1,301)
	TOTALS	<u>\$ 2,891,078</u>	<u>\$ 2,975,370</u>	<u>\$ 84,292</u>

DEPT. 35 - FACILITIES

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 237,790	\$ 250,614	\$ 12,824
1020	OVERTIME	7,500	10,785	3,285
2122	RENTALS	2,500	3,533	1,033
2131	MAINTENANCE OF STRUCTURES	54,000	18,383	(35,617)
2132	MAINTENANCE OF VEHICLES	2,000	852	(1,148)
2139	MAINTENANCE/SERVICE CONTRACTS	132,000	159,533	27,533
2140	POSTAGE	7,500	5,139	(2,361)
2151	PRINTING	120	-	(120)
2166	PROFESSIONAL FEES - OTHER	25,000	-	(25,000)
2170	TRAINING	4,000	3,848	(152)
2171	TRAVEL	200	176	(24)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	3,300	3,215	(85)
2200	UTILITIES	75,100	76,110	1,010
2230	EMPLOYEE RELATIONS	300	-	(300)
2250	COMMUNITY RELATIONS	100,000	49,969	(50,031)
2260	MEMBERSHIPS - PROFESSIONAL	500	329	(171)
3311	OFFICE SUPPLIES	2,500	2,689	189
3316	OPERATING SUPPLIES	6,500	6,676	176
3331	VEHICLE SUPPLIES	5,500	5,526	26
3340	SMALL TOOLS	1,250	951	(299)
4050	RETIREMENT	44,422	97,299	52,877
4060	FICA	18,765	23,000	4,235
4070	EMPLOYEES' INSURANCE	60,000	61,569	1,569
4090	VACATION PAY EXPENSE	-	(399)	(399)
4100	SICK PAY EXPENSE	-	1,679	1,679
4110	NET OPEB EXPENSE	(224)	211	435
4520	LICENSES & PERMITS	200	150	(50)
4600	WORKERS' COMPENSATION	3,900	3,860	(40)
4610	PROPERTY & LIAB/INS & UNINSUR	3,924	3,914	(10)
9030	DEPRECIATION EXPENSE	11,057	7,470	(3,587)
	TOTALS	<u>\$ 814,764</u>	<u>\$ 802,241</u>	<u>\$ (12,523)</u>

DEPT. 41 - COMMUNITY RELATIONS

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 69,743	\$ 70,169	\$ 426
2110	ADVERTISING	10,570	4,505	(6,065)
2151	PRINTING	23,074	13,587	(9,487)
2166	PROFESSIONAL FEES - OTHER	800	799	(1)
2170	TRAINING	2,300	2,306	6
2172	CAR ALLOWANCE	4,075	3,300	(775)
2190	COMMUNICATIONS	1,000	967	(33)
2230	EMPLOYEE RELATIONS	16,420	13,026	(3,394)
2240	BUSINESS RELATIONS	1,100	548	(552)
2250	COMMUNITY RELATIONS	25,000	27,792	2,792
2260	MEMBERSHIPS - PROFESSIONAL	300	363	63
2262	MEMBERSHIPS - CIVIC	900	630	(270)
3311	OFFICE SUPPLIES	2,000	1,529	(471)
3313	SUBSCRIPTIONS	120	120	-
3316	OPERATING SUPPLIES	12,500	6,226	(6,274)
4050	RETIREMENT	12,630	23,409	10,779
4060	FICA	5,335	5,267	(68)
4070	EMPLOYEES' INSURANCE	18,000	18,725	725
4090	VACATION PAY EXPENSE	-	1,208	1,208
4100	SICK PAY EXPENSE	-	2,819	2,819
4110	NET OPEB EXPENSE	(45)	42	87
4600	WORKERS' COMPENSATION	72	71	(1)
4610	PROPERTY & LIAB/INS & UNINSUR	780	779	(1)
	TOTALS	<u>\$ 206,674</u>	<u>\$ 198,187</u>	<u>\$ (8,487)</u>

DEPT. 43 - CUSTOMER SERVICE

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 1,010,256	\$ 1,005,301	\$ (4,955)
1020	OVERTIME	6,000	2,775	(3,225)
2122	RENTALS	1,600	1,470	(130)
2133	MAINTENANCE OF EQUIPMENT	3,000	530	(2,470)
2139	MAINTENANCE/SERVICE CONTRACTS	93,100	119,870	26,770
2140	POSTAGE	200,000	180,332	(19,668)
2151	PRINTING	50,000	30,673	(19,327)
2165	TEMPORARY LABOR	12,000	11,483	(517)
2166	PROFESSIONAL FEES - OTHER	34,500	16,061	(18,439)
2170	TRAINING	25,000	16,833	(8,167)
2171	TRAVEL	200	88	(112)
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	6,000	6,164	164
2230	EMPLOYEE RELATIONS	6,500	5,558	(942)
2260	MEMBERSHIPS - PROFESSIONAL	200	219	19
2262	MEMBERSHIPS - CIVIC	200	-	(200)
2290	BILLING HOUSING AUTHORITY	2,500	2,398	(102)
3311	OFFICE SUPPLIES	25,000	25,548	548
3313	SUBSCRIPTIONS	200	-	(200)
3316	OPERATING SUPPLIES	3,000	2,292	(708)
4020	CASH (OVER) SHORT	-	(201)	(201)
4050	RETIREMENT	165,763	294,945	129,182
4060	FICA	77,744	72,896	(4,848)
4070	EMPLOYEES' INSURANCE	365,000	377,912	12,912
4090	VACATION PAY EXPENSE	-	274	274
4100	SICK PAY EXPENSE	-	15,422	15,422
4110	NET OPEB EXPENSE	(1,167)	1,098	2,265
4600	WORKERS' COMPENSATION	1,980	1,960	(20)
4610	PROPERTY & LIAB/INS & UNINSUR	13,332	13,296	(36)
9030	DEPRECIATION EXPENSE	31,159	30,742	(417)
	TOTALS	<u>\$ 2,136,367</u>	<u>\$ 2,239,239</u>	<u>\$ 102,872</u>

DEPT. 49 - ADMINISTRATIVE & GENERAL-ADMINISTRATION

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
2122	RENTALS	\$ 250	\$ 111	\$ (139)
2131	MAINTENANCE OF STRUCTURES	10,000	5,211	(4,789)
2139	MAINTENANCE/SERVICE CONTRACTS	9,000	8,999	(1)
2190	COMMUNICATIONS	13,500	13,727	227
3316	OPERATING SUPPLIES	4,000	3,539	(461)
4509	OTHER TAXES	13,200	10,851	(2,349)
4520	LICENSES & PERMITS	85	75	(10)
4700	UTILITY BAD DEBT EXPENSE	7,000	1,790	(5,210)
9010	STORM EXPENSES	1,000,000	-	(1,000,000)
	TOTALS	<u>\$ 1,057,035</u>	<u>\$ 44,303</u>	<u>\$ (1,012,732)</u>

DEPT. 51 - DIRECTOR OF ELECTRIC & GAS SYSTEMS

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 149,408	\$ 153,291	\$ 3,883
2140	POSTAGE	-	16	16
2151	PRINTING	20	20	-
2164	PROFESS. FEES - CONSULTING/ENG	85,050	33,791	(51,259)
2170	TRAINING	6,000	6,025	25
2171	TRAVEL	950	(114)	(1,064)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	1,000	971	(29)
2230	EMPLOYEE RELATIONS	3,500	3,205	(295)
2240	BUSINESS RELATIONS	100	101	1
2260	MEMBERSHIPS - PROFESSIONAL	40,816	40,816	-
2262	MEMBERSHIPS - CIVIC	850	915	65
3311	OFFICE SUPPLIES	600	63	(537)
3313	SUBSCRIPTIONS	300	-	(300)
4050	RETIREMENT	27,058	48,009	20,951
4060	FICA	11,430	10,422	(1,008)
4070	EMPLOYEES' INSURANCE	23,000	24,090	1,090
4090	VACATION PAY EXPENSE	-	1,469	1,469
4100	SICK PAY EXPENSE	-	4,004	4,004
4110	NET OPEB EXPENSE	(45)	42	87
4520	LICENSES & PERMITS	100	89	(11)
4600	WORKERS' COMPENSATION	396	392	(4)
4610	PROPERTY & LIAB/INS & UNINSUR	1,488	1,487	(1)
	TOTALS	<u>\$ 357,181</u>	<u>\$ 334,264</u>	<u>\$ (22,917)</u>

DEPT. 52 - POWER GENERATION

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
9050	EXTRAORDINARY EXPENSE	<u>\$ 176</u>	<u>\$ 176</u>	<u>\$ -</u>
	TOTALS	<u><u>\$ 176</u></u>	<u><u>\$ 176</u></u>	<u><u>\$ -</u></u>

DEPT. 53 - ELECTRIC PURCHASES FOR RESALE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
3360	PURCHASES FOR RESALE	<u>\$ 47,000,000</u>	<u>\$ 41,923,532</u>	<u>\$ (5,076,468)</u>
	TOTALS	<u><u>\$ 47,000,000</u></u>	<u><u>\$ 41,923,532</u></u>	<u><u>\$ (5,076,468)</u></u>

DEPT. 54 - ELECTRIC TRANSMISSION & DISTRIBUTION

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 1,817,704	\$ 1,802,806	\$ (14,898)
1020	OVERTIME	185,000	190,286	5,286
2122	RENTALS	15,000	11,721	(3,279)
2132	MAINTENANCE OF VEHICLES	30,000	29,445	(555)
2133	MAINTENANCE OF EQUIPMENT	14,000	9,293	(4,707)
2139	MAINTENANCE/SERVICE CONTRACTS	580,000	486,303	(93,697)
2140	POSTAGE	600	584	(16)
2151	PRINTING	555	1,702	1,147
2166	PROFESSIONAL FEES - OTHER	20,000	2,239	(17,761)
2170	TRAINING	48,000	39,302	(8,698)
2171	TRAVEL	1,000	400	(600)
2190	COMMUNICATIONS	13,300	12,629	(671)
2200	UTILITIES	94,900	94,208	(692)
2230	EMPLOYEE RELATIONS	3,500	4,186	686
2260	MEMBERSHIPS - PROFESSIONAL	100	-	(100)
3311	OFFICE SUPPLIES	2,458	2,788	330
3313	SUBSCRIPTIONS	100	-	(100)
3316	OPERATING SUPPLIES	285,000	303,554	18,554
3331	VEHICLE SUPPLIES	80,000	26,798	(53,202)
3340	SMALL TOOLS	22,000	25,311	3,311
4050	RETIREMENT	362,690	638,968	276,278
4060	FICA	153,207	149,469	(3,738)
4070	EMPLOYEES' INSURANCE	330,000	357,213	27,213
4090	VACATION PAY EXPENSE	-	12,097	12,097
4100	SICK PAY EXPENSE	-	12,552	12,552
4110	NET OPEB EXPENSE	(1,122)	1,056	2,178
4520	LICENSES & PERMITS	200	138	(62)
4600	WORKERS' COMPENSATION	34,664	21,989	(12,675)
4610	PROPERTY & LIAB/INS & UNINSUR	122,379	199,513	77,134
4666	INVENTORY ADJUSTMENTS	-	133,096	133,096
9005	DUPLICATE CHARGES - CREDIT	(49,300)	(49,184)	116
9030	DEPRECIATION EXPENSE	4,055,122	4,026,096	(29,026)
	TOTALS	<u>\$ 8,221,057</u>	<u>\$ 8,546,558</u>	<u>\$ 325,501</u>

DEPT. 55 - ELECTRIC OPERATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 1,015,894	\$ 1,045,173	\$ 29,279
1020	OVERTIME	92,000	95,505	3,505
2122	RENTALS	5,000	4,483	(517)
2132	MAINTENANCE OF VEHICLES	9,000	7,064	(1,936)
2133	MAINTENANCE OF EQUIPMENT	6,000	7,527	1,527
2139	MAINTENANCE/SERVICE CONTRACTS	1,000	193	(807)
2140	POSTAGE	100	197	97
2151	PRINTING	1,000	1,060	60
2166	PROFESSIONAL FEES - OTHER	100	242	142
2170	TRAINING	34,000	9,446	(24,554)
2171	TRAVEL	100	-	(100)
2172	CAR ALLOWANCE	8,460	6,625	(1,835)
2190	COMMUNICATIONS	11,500	12,481	981
2230	EMPLOYEE RELATIONS	585	868	283
2240	BUSINESS RELATIONS	100	-	(100)
2260	MEMBERSHIPS - PROFESSIONAL	100	-	(100)
3311	OFFICE SUPPLIES	2,000	1,344	(656)
3316	OPERATING SUPPLIES	30,000	24,041	(5,959)
3331	VEHICLE SUPPLIES	40,000	47,129	7,129
3340	SMALL TOOLS	2,000	3,762	1,762
4050	RETIREMENT	173,850	372,833	198,983
4060	FICA	84,754	99,744	14,990
4070	EMPLOYEES' INSURANCE	327,000	363,005	36,005
4090	VACATION PAY EXPENSE	-	(13,703)	(13,703)
4100	SICK PAY EXPENSE	-	(37,809)	(37,809)
4110	NET OPEB EXPENSE	(1,077)	1,013	2,090
4520	LICENSES & PERMITS	1,000	400	(600)
4600	WORKERS' COMPENSATION	22,562	22,486	(76)
4610	PROPERTY & LIAB/INS & UNINSUR	16,917	18,688	1,771
9030	DEPRECIATION EXPENSE	81,413	80,935	(478)
	TOTALS	<u>\$ 1,965,358</u>	<u>\$ 2,174,732</u>	<u>\$ 209,374</u>

DEPT. 56 - ELECTRIC & GAS ENGINEERING

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 771,760	\$ 791,360	\$ 19,600
1020	OVERTIME	100	378	278
2132	MAINTENANCE OF VEHICLES	1,000	2,087	1,087
2139	MAINTENANCE/SERVICE CONTRACTS	500	501	1
2140	POSTAGE	50	22	(28)
2151	PRINTING	100	100	-
2164	PROFESS. FEES - CONSULTING/ENG	30,000	4,350	(25,650)
2170	TRAINING	29,900	19,528	(10,372)
2172	CAR ALLOWANCE	16,200	16,186	(14)
2190	COMMUNICATIONS	4,600	4,386	(214)
2230	EMPLOYEE RELATIONS	400	525	125
2240	BUSINESS RELATIONS	200	169	(31)
2260	MEMBERSHIPS - PROFESSIONAL	1,200	1,103	(97)
3311	OFFICE SUPPLIES	10,000	6,735	(3,265)
3313	SUBSCRIPTIONS	550	1,010	460
3316	OPERATING SUPPLIES	3,500	7,552	4,052
3331	VEHICLE SUPPLIES	4,000	4,850	850
3340	SMALL TOOLS	-	25	25
4050	RETIREMENT	130,402	236,743	106,341
4060	FICA	59,047	58,033	(1,014)
4070	EMPLOYEES' INSURANCE	189,000	206,206	17,206
4090	VACATION PAY EXPENSE	-	9,834	9,834
4100	SICK PAY EXPENSE	-	8,737	8,737
4110	NET OPEB EXPENSE	(584)	549	1,133
4520	LICENSES & PERMITS	300	227	(73)
4600	WORKERS' COMPENSATION	7,464	7,388	(76)
4610	PROPERTY & LIAB/INS & UNINSUR	10,020	10,008	(12)
9030	DEPRECIATION EXPENSE	16,082	14,234	(1,848)
	TOTALS	<u>\$ 1,285,791</u>	<u>\$ 1,412,826</u>	<u>\$ 127,035</u>

DEPT. 59 - ADMINISTRATIVE & GENERAL ADMINISTRATION - ELECTRIC

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
2122	RENTALS	\$ 1,000	\$ 406	\$ (594)
2131	MAINTENANCE OF STRUCTURES	17,500	11,867	(5,633)
2133	MAINTENANCE OF EQUIPMENT	150	-	(150)
2139	MAINTENANCE/SERVICE CONTRACTS	197,000	204,696	7,696
2190	COMMUNICATIONS	10,200	10,444	244
3316	OPERATING SUPPLIES	10,000	10,475	475
4509	OTHER TAXES	6,605	6,593	(12)
4510	GROSS RECEIPTS TAX	1,582,500	1,589,989	7,489
4520	LICENSES & PERMITS	10,500	10,487	(13)
4531	CONTRIBUTIONS - CIVIC	207,747	221,608	13,861
4700	UTILITY BAD DEBT EXPENSE	103,100	28,984	(74,116)
5710	STORM EXPENSES	-	200,671	200,671
5721	INTEREST - BONDS	1,228,013	1,228,013	-
5723	INTEREST - DEPOSITS	26,000	27,636	1,636
5731	AMORTIZATION-BOND DISCOUNT	11,076	11,076	-
9000	CITY DISTRIBUTION	4,017,868	4,017,868	-
9030	DEPRECIATION EXPENSE	85,434	85,910	476
	TOTALS	<u>\$ 7,514,693</u>	<u>\$ 7,666,723</u>	<u>\$ 152,030</u>

DEPT. 61 - DIRECTOR OF WATER/WASTEWATER SYSTEMS

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 123,973	\$ 123,973	\$ -
2151	PRINTING	20	20	-
2164	PROFESS. FEES - CONSULTING/ENG	19,464	20,052	588
2170	TRAINING	2,500	1,138	(1,362)
2171	TRAVEL	500	-	(500)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	1,000	940	(60)
2240	BUSINESS RELATIONS	27	110	83
2260	MEMBERSHIPS - PROFESSIONAL	1,500	309	(1,191)
3311	OFFICE SUPPLIES	1,000	138	(862)
3313	SUBSCRIPTIONS	250	-	(250)
4050	RETIREMENT	22,452	40,726	18,274
4060	FICA	9,484	9,511	27
4070	EMPLOYEES' INSURANCE	21,000	22,978	1,978
4090	VACATION PAY EXPENSE	-	1,905	1,905
4100	SICK PAY EXPENSE	-	800	800
4110	NET OPEB EXPENSE	(45)	42	87
4600	WORKERS' COMPENSATION	72	71	(1)
4610	PROPERTY & LIAB/INS & UNINSUR	1,248	1,247	(1)
	TOTALS	<u>\$ 209,605</u>	<u>\$ 229,120</u>	<u>\$ 19,515</u>

DEPT. 62 - WATER RESOURCES

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 1,279,080	\$ 1,285,901	\$ 6,821
1020	OVERTIME	110,000	89,841	(20,159)
2122	RENTALS	3,714	2,034	(1,680)
2132	MAINTENANCE OF VEHICLES	20,000	35,099	15,099
2133	MAINTENANCE OF EQUIPMENT	50,000	14,966	(35,034)
2139	MAINTENANCE/SERVICE CONTRACTS	411,700	351,222	(60,478)
2140	POSTAGE	430	314	(116)
2151	PRINTING	2,929	2,655	(274)
2164	PROFESS. FEES - CONSULTING/ENG	30,000	33,650	3,650
2166	PROFESSIONAL FEES - OTHER	11,733	897	(10,836)
2170	TRAINING	15,000	5,165	(9,835)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	12,200	12,309	109
2200	UTILITIES	885,100	921,385	36,285
2230	EMPLOYEE RELATIONS	800	580	(220)
2260	MEMBERSHIPS - PROFESSIONAL	800	563	(237)
2262	MEMBERSHIPS - CIVIC	645	-	(645)
3311	OFFICE SUPPLIES	5,500	5,206	(294)
3313	SUBSCRIPTIONS	331	329	(2)
3316	OPERATING SUPPLIES	320,000	326,526	6,526
3320	CHEMICALS	1,000,000	939,917	(60,083)
3331	VEHICLE SUPPLIES	32,500	31,605	(895)
3340	SMALL TOOLS	5,500	3,630	(1,870)
3360	PURCHASES FOR RESALE	10,000	6,244	(3,756)
4050	RETIREMENT	232,776	412,786	180,010
4060	FICA	106,265	102,569	(3,696)
4070	EMPLOYEES' INSURANCE	356,000	366,218	10,218
4090	VACATION PAY EXPENSE	-	13,688	13,688
4100	SICK PAY EXPENSE	-	15,500	15,500
4110	NET OPEB EXPENSE	(1,122)	1,056	2,178
4520	LICENSES & PERMITS	20,000	15,218	(4,782)
4600	WORKERS' COMPENSATION	42,396	41,964	(432)
4610	PROPERTY & LIAB/INS & UNINSUR	114,402	113,515	(887)
9030	DEPRECIATION EXPENSE	2,028,290	2,881,069	852,779
	TOTALS	<u>\$ 7,112,129</u>	<u>\$ 8,038,781</u>	<u>\$ 926,652</u>

DEPT. 64 - WATER DISTRIBUTION

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 1,265,823	\$ 1,222,906	\$ (42,917)
1020	OVERTIME	90,000	61,072	(28,928)
2122	RENTALS	1,148	767	(381)
2131	MAINTENANCE OF STRUCTURES	-	4,838	4,838
2132	MAINTENANCE OF VEHICLES	30,000	33,667	3,667
2133	MAINTENANCE OF EQUIPMENT	15,250	4,849	(10,401)
2139	MAINTENANCE/SERVICE CONTRACTS	275,000	144,794	(130,206)
2140	POSTAGE	49	6	(43)
2151	PRINTING	1,657	816	(841)
2166	PROFESSIONAL FEES - OTHER	8,042	7,022	(1,020)
2170	TRAINING	17,274	14,355	(2,919)
2171	TRAVEL	248	88	(160)
2190	COMMUNICATIONS	15,400	14,871	(529)
2200	UTILITIES	22,200	23,109	909
2230	EMPLOYEE RELATIONS	1,250	1,504	254
2260	MEMBERSHIPS - PROFESSIONAL	517	676	159
3311	OFFICE SUPPLIES	5,743	5,654	(89)
3316	OPERATING SUPPLIES	191,017	210,321	19,304
3331	VEHICLE SUPPLIES	99,477	91,258	(8,219)
3340	SMALL TOOLS	40,000	21,510	(18,490)
4050	RETIREMENT	226,459	399,998	173,539
4060	FICA	103,720	97,172	(6,548)
4070	EMPLOYEES' INSURANCE	422,000	446,586	24,586
4090	VACATION PAY EXPENSE	-	(4,783)	(4,783)
4100	SICK PAY EXPENSE	-	3,857	3,857
4110	NET OPEB EXPENSE	(1,212)	1,140	2,352
4520	LICENSES & PERMITS	7,500	7,064	(436)
4600	WORKERS' COMPENSATION	41,165	40,277	(888)
4610	PROPERTY & LIAB/INS & UNINSUR	25,316	25,470	154
4666	INVENTORY ADJUSTMENTS	-	53,733	53,733
9030	DEPRECIATION EXPENSE	2,551,946	2,546,771	(5,175)
	TOTALS	<u>\$ 5,456,989</u>	<u>\$ 5,481,368</u>	<u>\$ 24,379</u>

DEPT. 66 - WATER/WASTEWATER ENGINEERING

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 695,529	\$ 671,183	\$ (24,346)
1020	OVERTIME	2,000	517	(1,483)
2132	MAINTENANCE OF VEHICLES	1,600	2,079	479
2139	MAINTENANCE/SERVICE CONTRACTS	553	501	(52)
2140	POSTAGE	100	-	(100)
2151	PRINTING	100	350	250
2166	PROFESSIONAL FEES - OTHER	1,000	719	(281)
2170	TRAINING	17,700	16,866	(834)
2171	TRAVEL	108	119	11
2172	CAR ALLOWANCE	15,480	15,480	-
2190	COMMUNICATIONS	5,800	5,631	(169)
2200	UTILITIES	23,200	22,801	(399)
2230	EMPLOYEE RELATIONS	750	530	(220)
2260	MEMBERSHIPS - PROFESSIONAL	1,300	955	(345)
3311	OFFICE SUPPLIES	3,000	2,947	(53)
3316	OPERATING SUPPLIES	2,100	2,447	347
3331	VEHICLE SUPPLIES	11,000	7,299	(3,701)
3340	SMALL TOOLS	286	75	(211)
4050	RETIREMENT	126,323	219,384	93,061
4060	FICA	53,361	49,883	(3,478)
4070	EMPLOYEES' INSURANCE	181,000	186,048	5,048
4090	VACATION PAY EXPENSE	-	5,975	5,975
4100	SICK PAY EXPENSE	-	10,987	10,987
4110	NET OPEB EXPENSE	(584)	549	1,133
4520	LICENSES & PERMITS	1,000	300	(700)
4600	WORKERS' COMPENSATION	11,112	15,639	4,527
4610	PROPERTY & LIAB/INS & UNINSUR	10,452	11,361	909
9030	DEPRECIATION EXPENSE	23,118	22,501	(617)
	TOTALS	<u>\$ 1,187,388</u>	<u>\$ 1,273,126</u>	<u>\$ 85,738</u>

DEPT. 69 - ADMINISTRATIVE & GENERAL ADMINISTRATION - WATER

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
2122	RENTALS	\$ 200	\$ 89	\$ (111)
2131	MAINTENANCE OF STRUCTURES	15,500	10,776	(4,724)
2139	MAINTENANCE/SERVICE CONTRACTS	100,000	118,450	18,450
2164	PROFESS. FEES - CONSULTING/ENG	-	26,729	26,729
2166	PROFESSIONAL FEES - OTHER	2,000	-	(2,000)
2190	COMMUNICATIONS	10,700	10,957	257
3316	OPERATING SUPPLIES	20,000	13,871	(6,129)
4509	OTHER TAXES	10,300	10,295	(5)
4520	LICENSES & PERMITS	-	75	75
4700	UTILITY BAD DEBT EXPENSE	18,800	5,189	(13,611)
5710	STORM EXPENSES	-	36,379	36,379
5721	INTEREST - BONDS	1,192,561	1,192,561	-
5723	INTEREST - DEPOSITS	6,000	6,599	599
5729	INTEREST - OTHER	-	583	583
5731	AMORTIZATION-BOND DISCOUNT	7,145	7,145	-
9000	CITY DISTRIBUTION	984,280	984,280	-
9030	DEPRECIATION EXPENSE	24,123	24,030	(93)
	TOTALS	<u>\$ 2,391,609</u>	<u>\$ 2,448,008</u>	<u>\$ 56,399</u>

DEPT. 74 - GAS OPERATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 798,659	\$ 797,684	\$ (975)
1020	OVERTIME	11,500	18,439	6,939
2110	ADVERTISING	20,000	24,922	4,922
2122	RENTALS	1,172	-	(1,172)
2132	MAINTENANCE OF VEHICLES	11,000	10,883	(117)
2133	MAINTENANCE OF EQUIPMENT	5,000	4,899	(101)
2139	MAINTENANCE/SERVICE CONTRACTS	30,000	24,212	(5,788)
2140	POSTAGE	2,500	1,409	(1,091)
2151	PRINTING	6,500	4,955	(1,545)
2164	PROFESS. FEES - CONSULTING/ENG	1,000	-	(1,000)
2166	PROFESSIONAL FEES - OTHER	1,500	1,602	102
2170	TRAINING	15,000	4,964	(10,036)
2171	TRAVEL	1,624	1,058	(566)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	14,700	12,917	(1,783)
2200	UTILITIES	12,200	11,909	(291)
2230	EMPLOYEE RELATIONS	500	576	76
2260	MEMBERSHIPS - PROFESSIONAL	15,000	12,985	(2,015)
3311	OFFICE SUPPLIES	3,184	2,313	(871)
3316	OPERATING SUPPLIES	110,000	105,573	(4,427)
3331	VEHICLE SUPPLIES	25,000	32,476	7,476
3340	SMALL TOOLS	20,000	15,899	(4,101)
4050	RETIREMENT	139,983	219,829	79,846
4060	FICA	61,977	51,407	(10,570)
4070	EMPLOYEES' INSURANCE	224,000	240,688	16,688
4090	VACATION PAY EXPENSE	-	(4,495)	(4,495)
4100	SICK PAY EXPENSE	-	3,473	3,473
4110	NET OPEB EXPENSE	(673)	633	1,306
4520	LICENSES & PERMITS	8,000	11,982	3,982
4600	WORKERS' COMPENSATION	25,786	16,831	(8,955)
4610	PROPERTY & LIAB/INS & UNINSUR	14,333	14,089	(244)
4666	INVENTORY ADJUSTMENTS	-	10,658	10,658
9030	DEPRECIATION EXPENSE	301,530	377,354	75,824
	TOTALS	<u>\$ 1,886,135</u>	<u>\$ 2,037,284</u>	<u>\$ 151,149</u>

DEPT. 75 - NATURAL GAS PURCHASES FOR RESALE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
3360	PURCHASES FOR RESALE	\$ 2,000,000	\$ 1,788,170	\$ (211,830)
	TOTALS	<u>\$ 2,000,000</u>	<u>\$ 1,788,170</u>	<u>\$ (211,830)</u>

DEPT. 79 - ADMINISTRATIVE & GENERAL ADMINISTRATION - GAS

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
2122	RENTALS	\$ 100.00	\$ 74	\$ (26)
2131	MAINTENANCE OF STRUCTURES	2,500	1,672	(828)
2139	MAINTENANCE/SERVICE CONTRACTS	13,500	19,556	6,056
2190	COMMUNICATIONS	2,500	2,558	58
3316	OPERATING SUPPLIES	2,500	1,904	(596)
4509	OTHER TAXES	722	722	-
4510	GROSS RECEIPTS TAX	77,000	91,205	14,205
4520	LICENSES & PERMITS	10,000	9,259	(741)
4700	UTILITY BAD DEBT EXPENSE	2,300	364	(1,936)
5710	STORM EXPENSES	-	110	110
5721	INTEREST - BONDS	74,479	74,480	1
5723	INTEREST - DEPOSITS	2,000	2,062	62
5731	AMORTIZATION-BOND DISCOUNT	890	890	-
9000	CITY DISTRIBUTION	254,731	254,731	-
9030	DEPRECIATION EXPENSE	15,077	15,150	73
	TOTALS	<u>\$ 458,299</u>	<u>\$ 474,737</u>	<u>\$ 16,438</u>

DEPT. 82 - WATER RECLAMATION

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 781,411	750,269	\$ (31,142)
1020	OVERTIME	35,000	19,535	(15,465)
2110	ADVERTISING	250	-	(250)
2122	RENTALS	12,000	10,220	(1,780)
2132	MAINTENANCE OF VEHICLES	6,100	8,828	2,728
2133	MAINTENANCE OF EQUIPMENT	13,000	15,051	2,051
2139	MAINTENANCE/SERVICE CONTRACTS	464,000	472,265	8,265
2140	POSTAGE	100	66	(34)
2151	PRINTING	100	130	30
2165	TEMPORARY LABOR	2,550	-	(2,550)
2166	PROFESSIONAL FEES - OTHER	1,000	(71)	(1,071)
2170	TRAINING	7,750	2,343	(5,407)
2171	TRAVEL	-	406	406
2172	CAR ALLOWANCE	5,880	5,880	-
2190	COMMUNICATIONS	8,900	9,356	456
2200	UTILITIES	433,400	448,896	15,496
2230	EMPLOYEE RELATIONS	800	540	(260)
2240	BUSINESS RELATIONS	572	512	(60)
2260	MEMBERSHIPS - PROFESSIONAL	300	220	(80)
3311	OFFICE SUPPLIES	4,590	4,349	(241)
3316	OPERATING SUPPLIES	75,000	59,860	(15,140)
3320	CHEMICALS	100,000	101,575	1,575
3331	VEHICLE SUPPLIES	12,000	11,901	(99)
3340	SMALL TOOLS	3,250	3,042	(208)
4050	RETIREMENT	138,058	257,800	119,742
4060	FICA	62,455	63,773	1,318
4070	EMPLOYEES' INSURANCE	216,000	223,993	7,993
4090	VACATION PAY EXPENSE	-	(5,112)	(5,112)
4100	SICK PAY EXPENSE	-	9,884	9,884
4110	NET OPEB EXPENSE	(673)	676	1,349
4520	LICENSES & PERMITS	1,000	1,974	974
4600	WORKERS' COMPENSATION	21,896	16,723	(5,173)
4610	PROPERTY & LIAB/INS & UNINSUR	41,421	40,813	(608)
9030	DEPRECIATION EXPENSE	1,231,246	1,280,445	49,199
	TOTALS	<u>\$ 3,679,356</u>	<u>\$ 3,816,142</u>	<u>\$ 136,786</u>

DEPT. 84 - WASTEWATER COLLECTION

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
1010	SALARIES & WAGES	\$ 936,093	949,158	\$ 13,065
1020	OVERTIME	45,000	67,867	22,867
2122	RENTALS	24,146	24,817	671
2132	MAINTENANCE OF VEHICLES	40,000	48,881	8,881
2133	MAINTENANCE OF EQUIPMENT	49,207	21,195	(28,012)
2139	MAINTENANCE/SERVICE CONTRACTS	340,000	236,805	(103,195)
2151	PRINTING	100	77	(23)
2166	PROFESSIONAL FEES - OTHER	1,873	1,269	(604)
2170	TRAINING	7,500	6,611	(889)
2172	CAR ALLOWANCE	5,880	5,880	-
2190	COMMUNICATIONS	10,600	9,995	(605)
2200	UTILITIES	213,900	217,766	3,866
2230	EMPLOYEE RELATIONS	800	817	17
3311	OFFICE SUPPLIES	2,800	2,630	(170)
3316	OPERATING SUPPLIES	161,000	152,878	(8,122)
3320	CHEMICALS	28,000	14,791	(13,209)
3331	VEHICLE SUPPLIES	75,000	84,330	9,330
3340	SMALL TOOLS	5,000	6,285	1,285
4050	RETIREMENT	175,634	284,193	108,559
4060	FICA	75,054	65,900	(9,154)
4070	EMPLOYEES' INSURANCE	228,000	242,693	14,693
4090	VACATION PAY EXPENSE	-	1,699	1,699
4100	SICK PAY EXPENSE	-	9,960	9,960
4110	NET OPEB EXPENSE	(898)	845	1,743
4520	LICENSES & PERMITS	6,928	6,995	67
4600	WORKERS' COMPENSATION	21,539	21,906	367
4610	PROPERTY & LIAB/INS & UNINSUR	33,544	34,003	459
4666	INVENTORY ADJUSTMENTS	-	2,388	2,388
9030	DEPRECIATION EXPENSE	2,262,478	2,280,407	17,929
	TOTALS	<u>\$ 4,749,178</u>	<u>\$ 4,803,041</u>	<u>\$ 53,863</u>

DEPT. 89 - ADMINISTRATIVE & GENERAL ADMINISTRATION - WASTEWATER

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
2122	RENTALS	\$ 100	\$ 106	\$ 6
2131	MAINTENANCE OF STRUCTURES	7,500	7,106	(394)
2139	MAINTENANCE/SERVICE CONTRACTS	69,000	67,735	(1,265)
2164	PROFESS. FEES - CONSULTING/ENG	2,000	-	(2,000)
2190	COMMUNICATIONS	6,300	6,311	11
3316	OPERATING SUPPLIES	4,000	1,999	(2,001)
4509	OTHER TAXES	8,018	8,018	-
4700	UTILITY BAD DEBT EXPENSE	17,600	4,657	(12,943)
5721	INTEREST - BONDS	484,115	484,115	-
5723	INTEREST - DEPOSITS	5,000	4,950	(50)
5731	AMORTIZATION-BOND DISCOUNT	3,600	3,600	-
5710	STORM EXPENSES	-	27,089	27,089
9000	CITY DISTRIBUTION	839,996	839,996	-
9030	DEPRECIATION EXPENSE	17,087	17,068	(19)
	TOTALS	<u>\$ 1,464,316</u>	<u>\$ 1,472,750</u>	<u>\$ 8,434</u>

DEPT. 93 - FPUAnet COMMUNICATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2019	FINAL BUDGET FY 2019	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	\$ 176,348	\$ 141,147	\$ (35,201)
1020	OVERTIME	1,000	-	(1,000)
2110	ADVERTISING	2,100	1,033	(1,067)
2132	MAINTENANCE OF VEHICLES	500	25	(475)
2139	MAINTENANCE/SERVICE CONTRACTS	50,000	8,358	(41,642)
2140	POSTAGE	1,400	-	(1,400)
2151	PRINTING	1,000	60	(940)
2164	PROFESS. FEES - CONSULTING/ENG	-	41,470	41,470
2166	PROFESSIONAL FEES - OTHER	1,000	279	(721)
2170	TRAINING	7,907	2,498	(5,409)
2171	TRAVEL	400	528	128
2172	CAR ALLOWANCE	4,075	2,585	(1,490)
2190	COMMUNICATIONS	2,200	2,033	(167)
2200	UTILITIES	48	48	-
2230	EMPLOYEE RELATIONS	40	-	(40)
2240	BUSINESS RELATIONS	1,000	100	(900)
2260	MEMBERSHIPS - PROFESSIONAL	5,000	5,000	-
3311	OFFICE SUPPLIES	1,124	466	(658)
3313	SUBSCRIPTIONS	25	8	(17)
3316	OPERATING SUPPLIES	1,990	2,475	485
3331	VEHICLE SUPPLIES	1,000	540	(460)
3360	PURCHASES FOR RESALE	123,000	77,567	(45,433)
4050	RETIREMENT	32,118	39,883	7,765
4060	FICA	13,567	9,144	(4,423)
4070	EMPLOYEES' INSURANCE	49,000	39,768	(9,232)
4090	VACATION PAY EXPENSE	-	(567)	(567)
4110	NET OPEB EXPENSE	(135)	169	304
4520	LICENSES & PERMITS	988	600	(388)
4600	WORKERS' COMPENSATION	228	226	(2)
4610	PROPERTY & LIAB/INS & UNINSUR	1,968	1,967	(1)
4666	INVENTORY ADJUSTMENTS	-	15,052	15,052
4700	UTILITY BAD DEBT EXPENSE	1,200	-	(1,200)
9030	DEPRECIATION EXPENSE	62,317	61,254	(1,063)
	TOTALS	<u>\$ 542,408</u>	<u>\$ 453,716</u>	<u>\$ (88,692)</u>

DEPT. 99 - ADMINISTRATIVE & GENERAL

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET FY 2019</u>	<u>FINAL BUDGET FY 2019</u>	<u>DIFFERENCE INCREASE (DECREASE)</u>
4700	UTILITY BAD DEBT EXPENSE	\$ -	50	\$ 50.00
9000	CITY DISTRIBUTION	<u>28,199</u>	<u>28,199</u>	<u>-</u>
	TOTALS	<u>\$ 28,199</u>	<u>\$ 28,249</u>	<u>\$ 50</u>

I-2

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/10/2020

Department: 21 - Finance

Board Meeting Date: 03/17/2020

Item Type: Regular Agenda

Subject: Banking Resolutions

Recommendation:

Adopt:
Resolution No. UA 2020-02, TD Bank General Business Resolution, and
Resolution No. UA 2020-03, Seacoast Bank Master Corporate Authorization Resolution.
Both Resolutions will become effective upon adoption.

Reviewed By Attorney:

Funds Available From: X No Funds Needed Budgeted Contingency

Approvals:

System Director: MIKA, BARBARA A. Feb 26 2020 5:52PM

Director of Finance: PENICK, NINA B. Mar 10 2020 11:47AM

Director of Utilities: TOMPECK, JOHN K. Feb 23 2020 5:57PM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
FROM: Barbara A. Mika, Director of Financial Services
DATE: March 10, 2020
SUBJECT: Banking Resolutions

RECOMMENDATION:

Adopt:
Resolution No. UA 2020-02, TD Bank General Business Resolution, and
Resolution No. UA 2020-03, Seacoast Bank Master Corporate Authorization Resolution.
Both Resolutions will become effective upon adoption.

SUMMARY/SUPPORTING INFORMATION

This agenda item follows up on the item presented to the Board on February 4, 2020. These two Resolutions represent the final paperwork needed to update the authorized signers on FPUA's bank accounts.

ALTERNATIVES (IF ANY):

None. These Resolutions are required in order to do business with each of these banking institutions.

ATTACHMENTS:

Seacoast Resolution No. UA 2020-03
TD Bank Resolution No. UA 2020-02



America's Most Convenient Bank®

Resolution No. UA 2020-02

GOVERNMENTAL ENTITY CERTIFICATE OF RESOLUTION

(For Deposit Accounts)

Depositor (Name of Governmental Entity): Fort Pierce Utilities Authority
Address: 206 South 6th Street, Fort Pierce, FL 34950
Financial Institution: TD Bank, N.A, 11000 Atrium Way, Mt. Laurel, NJ 08054
TIN: 59-1457357

I HEREBY CERTIFY that I am the duly elected and qualified Authorized Governmental Agent and keeper of records for the Depositor (also referred to as "Governmental Entity") named above, that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Governing Body of said Governmental Entity held on, or dated on March 17, 2020 in accordance with the law and the by-laws of, or consent of, said Governmental Entity, and that my delivery of this Certificate of Resolution to Financial Institution certifies to Financial Institution that such Resolution is still in full force and effect.

I FURTHER CERTIFY that the name of the Depositor set forth above is the complete and correct name of the Governmental Entity and that the Governmental Entity is organized and existing under and by virtue of the laws of the State/Commonwealth/District of Florida a Governmental Entity.

RESOLVED, that the Financial Institution named above, at any one or more of its offices or branches, be and it hereby is designated as a Financial Institution of and depository for the funds of this Governmental Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies (including electronic orders) bearing the signature of, or as otherwise authorized by, any one (1) of the following officers, employees or agents of this Governmental Entity ("Agents"), whose actual signatures are shown below:

Table with 3 columns: Title, Name, Signature. Rows include Director of Utilities (John Tompeck), Director of Financial Services (Barbara Mika), and Director of Utility Support Services (Javier Cisneros).

FURTHER RESOLVED, the Agents, whose names and signatures appear above, are hereby authorized to open and maintain a deposit account or accounts of the Governmental Entity with the Financial Institution, subject to the terms and conditions of the Business Deposit Account Agreement, as it may be amended from time to time (the "Account Agreement").

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item or payment order drawn against any of the Governmental Entity's accounts with the Financial Institution bearing the signature of or as otherwise authorized by any such Agents even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed, or payment order authorized, in accordance with the resolutions contained herein, or the application or disposition of such item or payment order or the proceeds of the item or payment order.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Governmental Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution, and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of the Governmental Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remains in full force and effect until written notice of the revocation thereof shall have been delivered to and received by the Financial Institution at the location where an account of the Governmental Entity is maintained and Financial Institution has had a reasonable period of time to act upon such notice.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing resolutions now stand of record on the books of the Governmental Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on March 17, 2020 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

SEAL

Secretary

X

Authorized Governmental Agent or Assistant Authorized Governmental Agent

Board Chair

(Title)

Note: In case the Authorized Governmental Agent or other certifying officer is designated by the foregoing resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Governmental Entity and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

Rev. 11/2014 | TD Bank, N.A.

APPROVED AS TO FORM AND CORRECTNESS:

Confidential

Internal

Fort Pierce Utilities Authority Attorney

Corporate Authorization Resolution

Master

Seacoast National Bank
815 Colorado Ave
Stuart, FL 34994

By: Fort Pierce Utilities Authority
206 S 6th St
Fort Pierce, FL 34950-4222

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Darryl T. Bey, certify that I am Secretary (clerk) of the above named corporation organized under the laws of FLORIDA, Federal Employer I.D. Number 59-1547357, engaged in business under the trade name of Fort Pierce Utilities Authority, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on March 3, 2020 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Barbara A Mika</u>	X _____	X _____
B. <u>John K Tompeck</u>	X _____	X _____
C. <u>Paul Jakubczak</u>	X _____	X _____
D. <u>Bowdoin Hutchinson</u>	X _____	X _____
E. <u>Javier Cisneros</u>	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A B C D E _____	(1) Exercise all of the powers listed in this resolution.	1 _____
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	1 _____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1 _____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	1 _____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	1 _____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	1 _____
_____	(7) Other:	1 _____

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ Supersedes all prior _____. If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on
 March 3, 2020 (date).

 Secretary

 Board Chair

APPROVED AS TO FORM & CORRECTNESS:

 Fort Pierce Utilities Authority Attorney

For Financial Institution Use Only	
Acknowledged and received on _____ (date) by _____ (initials)	
<input type="checkbox"/> This resolution is superseded by resolution dated _____ Any future resolution _____ .	
Comments: : CATHY Roberts , Fort Pierce Office	
I certify that I have reviewed this document for completeness and accuracy and that I have reviewed all supporting documentation, including SunBiz.	
Date: _____	Signature: _____

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/6/2020

Department: 32 - Information Technology Svcs

Board Meeting Date: 03/17/2020

Item Type: Contract Agreement

Subject: Check Point Security Checkup

Recommendation:

POA 15-15: Approve the Contract with Compuquip Technologies, LLC, dba Compuquip Cybersecurity, of Doral, Florida, in an amount not to exceed \$12,000, for the Check Point Security Checkup. The term of this Contract shall commence upon written Notice to Proceed and end on final completion of the work and acceptance by FPUA.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director:	<u>CISNEROS, JAVIER</u>	<u>Mar 4 2020 11:04AM</u>
Director of Finance:	<u>MIKA, BARBARA A.</u>	<u>Mar 4 2020 11:50AM</u>
Director of Utilities:	<u>TOMPECK, JOHN K.</u>	<u>Mar 5 2020 2:52PM</u>



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Thomas A. Fryar, I T Services Manager
DATE: March 06, 2020
SUBJECT: Check Point Security Checkup

RECOMMENDATION:

POA 15-15: Approve the Contract with Compuquip Technologies, LLC, dba Compuquip Cybersecurity, of Doral, Florida, in an amount not to exceed \$12,000, for the Check Point Security Checkup. The term of this Contract shall commence upon written Notice to Proceed and end on final completion of the work and acceptance by FPUA.

SUMMARY/SUPPORTING INFORMATION

A firewall is a network security device specifically dedicated to the task of controlling the incoming and outgoing network traffic. It is used to establish a barrier between FPUA's trusted, secure internal network, and the Internet. As such, Check Point Security Checkup services will provide the necessary assistance in the prevention of advanced threats and malware attacks that are now using Secure Socket Layer (SSL) to conceal their identities. As part of the service, Compuquip Technologies, LLC will work with FPUA to upgrade the current firewall to R80.30 and create the necessary policies to allow successful SSL inspection. After the upgrade, Compuquip will investigate Virtual Private Network (VPN) performance issues as well as review other rules and configuration to achieve optimal performance with the firewall.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended as the security checkup is necessary to thwart new cybersecurity threats as well as increase the firewall performance to protect FPUA systems and operations, in addition to keeping in compliance with future regulatory requirements.

ATTACHMENTS:

FPUA Contract

**FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
CHECK POINT SECURITY CHECKUP**

Contract is made between Fort Pierce Utilities Authority (FPUA) and Compuquip Technologies, LLC, dba Compuquip Cybersecurity, of the City of Coral Gables, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2

Contractor is hereby contracted with to perform the following services: Check Point Security Checkup in accordance with Contractor's SOW Rev. #20200213-01 included as Attachment B appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract. In the event there is any conflict between the terms of this Contract and the terms and conditions of the Contractor's SOW then the terms of this Contract shall control and take precedence.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: Various FPUA locations.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Check Point Security Checkup, POA 15-15 job.

Section 5

Contractor shall be paid by FPUA in the following manner: per job and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total job price: not to exceed \$12,000.00 (twelve thousand dollars and no cents) on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and/ the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence on written Notice to Proceed and end on Final completion of the work and acceptance by FPUA. This Contract will remain in effect in the event of a natural disaster or other emergency event.

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also

terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
 - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

- A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
- F. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section

List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the foregoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

G. 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 PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA 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;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

- H. Trade Secret or Confidential Material. If Contractor considers any information related to this Contract or the services to be provided FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential

Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

COMPUQUIP TECHNOLOGIES, LLC,
DBA COMPUQUIP CYBERSECURITY

BY: Ivan Rezvoy
Signature/Officer of Firm (Manual)

Ivan Rezvoy
Name (Typed or Printed)

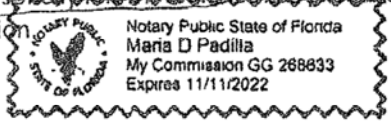
TITLE: Director of Finance

STATE OF: Florida

COUNTY OF: Miami-Dade

The foregoing instrument was acknowledged before me this 27 day of February, 2020, by
Ivan Rezvoy, Director of Finance, of Compuquip Technologies, LLC,
DBA Compuquip Cybersecurity
a Florida corporation, on behalf of the corporation.

State
(He/She is personally known to me or has produced
as identification)



Maria D Padilla
Notary Public
My commission expires: 11-11-2022

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY
BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:
BY: [Signature]
Fort Pierce Utilities Authority Attorney

ATTACHMENT A

REQUIRED LIMITS OF INSURANCE
FOR
FORT PIERCE UTILITIES AUTHORITY
TYPE IV

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	(Each Accident)
	\$1,000,000	(Disease-Each Employee)
	\$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Expense (any one person)	\$10,000
Damage to Rented Premises (ea. occurrence)	\$1,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II of the latest occurrence edition of the standard Business Auto Coverage (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without restrictive endorsements other than mandatory endorsements under an ISO filing. Coverage shall include all owned, non-owned and hired autos used in connection with this Contract.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
-------------------------------------------------------------------------	-------------

Professional Liability - Such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Claim/Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

Cyber Liability & Data Storage - Such insurance shall be on a form acceptable to FPUA and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Cyber Extortion Coverage
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within five years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The Cyber Liability coverage may be included as part of the Professional Liability coverage required herein. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on the policy.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Claim/Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:

Fort Pierce Utilities Authority and its board members, officials, officers and employees

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpu.com

Check Point Security Check Up

SOW Rev # 20200213-01

1. Introduction to Compuquip CyberSecurity

In 1980, Compuquip began business in South Florida as a technology partner to Florida-based companies. In 2002, we doubled down on cybersecurity solutions for businesses, building out a team of IT security experts and adopting new security technologies.

Why the shift? Part of the reason was that we found that we were making a bigger impact for our customers by helping them with their cybersecurity and we wanted to keep making a difference for our customers. So we started to focus increasingly on the cybersecurity side of things—eventually spinning off the managed service provider (MSP) part of the business to put a laser-tight focus on cybersecurity.

Because of our devotion to helping our customers protect their businesses from malicious actors, we have grown into a trusted cybersecurity solutions provider. To make our cybersecurity solutions the best they can possibly be, we combine people and technology in a complete, end-to-end cybersecurity solution that ensures you have the right tools and expertise on hand to combat cyber threats.

Our award-winning team of cybersecurity experts is comprised of certified, enterprise-level security engineers who partner with your organization to resolve threats and vulnerabilities on your network. How effective are we? The proof is in the proverbial pudding: We have provided world class products and services to thousands of satisfied customers for more than 15 years.

We understand the threats your business faces and how to counter those threats while equipping your company for future success. This understanding was developed through many years of training, effort, and first-hand experience in dealing with countless cyber threats across numerous industries—everything from banking institutions, to manufacturers, to small customer-oriented businesses. We've seen it all, we've dealt with it all, and we'll leverage that experience to help you minimize your cybersecurity risks.

Our mission is to educate and equip businesses of any size and industry to efficiently manage their cybersecurity risks. Whether your network security needs are small or large, simple or complex, we'll consistently provide you with solutions that work. Our professionals are among the industry's best and brightest—and, they've made a personal commitment to go the extra mile to earn your trust and build a partnership with your business.

2. Scope

Check Point Security Checkup

- Upgrade to R80.30 as necessary for SSL Inspection Implementation
- Build SSL Inspection policy and deploy SSL Inspection in a staged fashion
- Teach FPUA how to perform daily/weekly activity monitoring
- Investigate Performance issues over VPN
- Review of overall rules and configuration by Compuquip
- Additional Compuquip recommendations, best practices

3. Out of Scope

- Any items not mentioned in Section 2 (Scope) of this document will be deemed out of scope.
- Procurement of all required licenses, software and hardware are outside the scope of this project.

4. Client Responsibilities

- Customer will provide project management and on-site leadership to resources on project related activities
- Access to power and physical facilities, wiring, cable space, cabinet, shelf or rack space, are available for all equipment to be assessed.
- Client will provide a single point of contact for project coordination with Compuquip.
- Client will ensure that the environment is in proper working order.
- Client will ensure accuracy of data/information supplied to Compuquip.
- Customer will coordinate the shipping and delivery of any equipment or software to related to the delivery of the project
- Coordinate all physical access to facilities as necessary (security badges, parking, etc.).
- Complete site preparation, including all related network and electrical cabling, equipment.
- Provide a network diagram showing all devices relating to the project.
- Have the appropriate products licenses and with valid support agreement.

5. Pricing

Service:	Fee
Check Point Security Checkup <ul style="list-style-type: none">• Professional Services	\$12,000
Total	\$12,000

6. Client Acceptance

By signing below, Fort Pierce Utility Authority (FPUA) and Compuquip Cybersecurity authorize the execution of this Statement of Work as well as acknowledge and accept the provisions made herein.

FPUA

Compuquip Cybersecurity

By: [Signatures on Contract Signature Page]

By: [Signatures on Contract Signature Page]

7. Payment Terms

Invoicing and payments for this Engagement are based on the following terms:

- A. Compuquip will invoice Client for services performed throughout the Engagement.
- B. Terms are NET 45.
- C. This estimate is valid for a period of forty five (45) days from the date it was prepared as stated in the cover page of this Statement of Work.

Sales Person's Name		
Luis Garcia Account Executive	9737 NW 41 Street Suite #786 Doral, FL 33178	Email: lgarcia@compuquip.com

COMPUQUIP TECHNOLOGIES, INC. - SERVICES TERMS & CONDITIONS

1. **TERM:** This Agreement is effective upon acceptance by an executive officer of Compuquip Technologies, LLC. dba Compuquip Cybersecurity (the "Company"), and shall continue until the services to be performed hereunder (the "Services") are performed or this Agreement is otherwise terminated pursuant to the terms hereof. Either Company or Customer may terminate this Agreement without cause upon sixty (60) days prior written notice to the other, in which case Company shall, in its sole discretion, determine its costs through the effective date of termination, and its percentage of completion of the Services, and determine what, if any, amounts are due back to Customer. Upon the termination of this Agreement and/or upon completion of the performance of the obligations set forth herein, the parties shall have no further obligations hereunder. The rights and obligations of the parties hereto shall survive termination of this Agreement to the extent necessary to preserve the intent of the parties.

2. **TIME OF PERFORMANCE:** Unless otherwise stated in this Agreement, the Services will be provided from time to time during the term hereof between the hours of eight (8) a.m. and five (5) p.m. Monday through Friday, excluding holidays. Any Services performed outside this time period will be billed at Company's rate in effect at that time for services comparable to the Services performed.

3. **RESPONSIBILITY:**

(a) Access. Customer shall provide access to the Customer's facilities where its computer systems are maintained and adequate and suitable facilities and space for Company's personnel to work at the Location and on such computer systems. If Company determines that the Services require Company to remotely access Customer's computer systems, Customer agrees that it shall also provide Company with all information requested by Company in order to remotely access Customer's computer systems.

(b) Representations and Warranties. In conjunction with the performance of the Services, Customer represents and warrants that (i) Customer has full right, power, and authority to consent to have the Services listed on the first page performed; and (ii) the execution, delivery and performance of this Agreement does not or will not violate or cause a breach default under: (A) the governing charter or organizational documents of Customer; (B) any agreement, lease, mortgage, license or other contract to which Customer is a party; or (C) any law, rule, regulation, order, decree or consent action by which Customer is bound or to which it is subject. Customer also acknowledges and agrees that the providing of the Services may in some circumstances result in the disruption of services at such site(s) or loss or damage to software or hardware. Consequently, Customer agrees that it is Customer's responsibility to perform backups of data on all devices connected to Customer's IP addresses

and/or domain names prior to Company providing the Services. Customer further assumes the risk for all damages, losses, and expenses resulting from the Services except to the extent caused by the negligence, recklessness or intentional misconduct of Company or those employed by used by Company in providing the Services. Upon Customer's prior written request, Company will (at an additional cost to Customer), attempt to save any data and programs on Customer's computer systems that will be utilized by Company in the performance of the Services.

(c) Limitations on Liability. The Services are being provided "as is" without any warranty of any kind.

ATTACHMENT B

Without limiting the foregoing, Company makes no warranty whatsoever that the Services will be error-free, free from interruption or failure, or secure from unauthorized access, or that it will detect every vulnerability to Customer's network, or that the results generated by the Services, will be error-free, accurate, or complete. The Services may become unavailable due to any number of factors including scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the Internet. This limitation shall apply regardless of whether (i) Company determines that Customer's systems are deemed "secure", (ii) Customer performs such modifications to its systems as Company reasonably suggests in order for its systems to be deemed "secure", or (iii) otherwise. Without limiting the foregoing, Company expressly disclaims all warranties, whether express, implied or statutory, and includes but not limited to the warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights.

Under no circumstances shall Company be liable to Customer or anyone claiming through or under Customer for any loss of profits, loss of data, equipment downtime, loss of goodwill, or for any indirect, incidental, exemplary, consequential, punitive or special damages relating to or arising out of this agreement, even if Company has been notified or the possibility of such loss or damage. The limitations of liability in this section shall apply to claims of every kind, whether based upon contract law, tort law, or otherwise. THE LIABILITY OF COMPANY FOR DAMAGES OR MONETARY PAYMENTS OF ANY NATURE WHETHER FOR BREACH OF WARRANTY, NONPERFORMANCE OR OTHERWISE SHALL IN NO EVENT EXCEED THE SUMS ACTUALLY PAID TO COMPANY BY CUSTOMER THEREUNDER except to the extent caused by the negligence, recklessness or intentional misconduct of Company or those employed by used by Company in providing the Services.

The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

This section shall survive any termination or expiration of Customer's agreement with Company. Customer acknowledges that this limitation on liability was specifically bargained for and is acceptable to Customer. Further, Customer's willingness to agree to the limitations contained in this section was material to Company's agreement to enter into this Agreement.

(d) Force Majeure. Company shall not be responsible for failure to render any Services hereunder due to causes beyond its control, including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, floods, war, acts of terrorism, delays in transportation, accident, failure of Customer to provide a suitable operating environment for Company, hardware malfunctions caused by defects in software or otherwise, failure of Customer to allow Company access to its computer system, acts of God and other similar occurrences.

4. **PAYMENTS:** Company will have no obligation to perform any services for Customer, whether included in this Agreement or otherwise, unless all charges, fees, and taxes for Services rendered under this Agreement have been paid in full by Customer when due. In the event of non-payment of any sum due and owing under this Agreement, Company shall have the right to suspend or immediately terminate all Services and other services, without notice, and may determine whether or not to reinstate any Services upon receipt of payment in full of all sums owed.

ATTACHMENT B

5. **HIRING OF COMPANY'S EMPLOYEES:** In the absence of Company's prior written consent, and for a period of twelve (12) months after the expiration or termination of this Agreement, for any reason whatsoever, Customer agrees not to hire or engage, directly or indirectly, any person who, at any time during the twelve (12) months immediately preceding such hiring or engagement, was an employee of Company employed to perform the Services or other services similar to the Services for any customer of Company. Company and Customer agree that the damages from a breach of this Section would be difficult to ascertain. Therefore, in the event Customer breaches this provision, Customer agrees to pay Company, as liquidated damages and not as a penalty, a sum equal to twenty-four (24) months' pay for each former employee of Company hired by Customer, at the rate paid by Company for the last full month of such employee's employment with Company. In addition, Company shall be entitled to temporary and permanent injunctions in order to prevent or restrain any such violation of this Section by the Customer or its partners, agents, representatives, servants, employers, employees and any and all persons directly or indirectly acting for or with the Customer. These remedies shall be in addition to, and not in limitation of, any other rights or remedies provided to Company hereunder or available to Company at law or in equity.
6. **TAXES:** Customer will be responsible for payment of all taxes, except for income taxes, imposed upon Company by taxing authorities by reason of the delivery of the Services.
7. **NOTICES:** Customer will be responsible for payment of all taxes, except for income taxes, imposed upon Company by taxing authorities by reason of the delivery of the Services.
8. **MISCELLANEOUS:**
 - (a) This constitutes the entire Agreement between Company and Customer with respect to the delivery of the Services and no representation or statement not contained herein shall be binding upon Company or Customer unless in writing and executed by the party to be bound thereby.
 - (b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida including all matters of contraction, validity, performance, and enforcement.
 - (d) This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.
 - (e) This Agreement and obligations of the Customer are not assignable without the prior written consent of Company. Any attempt to assign any rights, duties, or obligations, which arise under this Agreement without such consent, will be void.
 - (f) If any provisions of this Agreement shall be held to be invalid, illegal, or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ATTACHMENT B

9. **ARBITRATION AND FEES:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction. Such arbitration shall be held in Miami, Florida. As part of the award of any arbitration, the Arbitrator(s) may award all costs and expenses, including reasonable attorneys' fees to the prevailing party. If it is necessary, following the arbitration award, for a party to enforce the arbitration award in court, such party may receive, in addition to enforcement of the arbitration award, attorney's fees and other costs and expenses incurred by it in any such court proceedings. The parties specifically agree that venue for any such court proceedings shall be in Miami-Dade County, Florida, and submit to the jurisdiction of such court.
10. **GENERAL:**
- (a) Customer shall not make any deduction from, nor assert any right of set-off against, payments due to Company without Company's express prior written authorization.
- (b) Company may, for the performance of any of the various services required of Company under this Agreement, utilize the services of independent contractors selected by Company.
- (c) This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument.
- (d) Neither the failure nor any delay on the part of Company to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power, or privilege preclude any other or further exercise thereof.
11. **RELATIONSHIP OF THE PARTIES:** The performance by the Company of the Services under this Agreement and shall be that of an independent contractor, and nothing in this Agreement shall create or imply an agency relationship between the parties, nor will the Agreement be deemed to constitute a joint venture or partnership between the parties.

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/9/2020

Department: 41 - Community Relations

Board Meeting Date: 03/17/2020

Item Type: Contract Agreement

Subject: Food Service for FPUA Company Picnic

Recommendation:

Approve a Contract with Good Eats, See Food LLC, of Fort Pierce, Florida, in an amount not to exceed \$9,000 annually for food service for the FPUA picnic, selected as a quality choice. The term of this Contract will be from March 17, 2020 to March 16, 2021, with four one-year renewal options.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 9 2020 9:33AM

Director of Finance: MIKA, BARBARA A. Mar 9 2020 11:33AM

Director of Utilities: TOMPECK, JOHN K. Mar 9 2020 11:59AM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Judith Ann Widmayer, Community Relations Manager
DATE: March 09, 2020
SUBJECT: Food Service for FPUA Company Picnic

RECOMMENDATION:

Approve a Contract with Good Eats, See Food LLC, of Fort Pierce, Florida, in an amount not to exceed \$9,000 annually for food service for the FPUA picnic, selected as a quality choice. The term of this Contract will be from March 17, 2020 to March 16, 2021, with four one-year renewal options.

SUMMARY/SUPPORTING INFORMATION

FPUA will be holding a company picnic for staff and the Board on April 4, 2020 at Museum Pointe Park from 11:00 AM to 3:00 PM. The last picnic was held in 2019 and it was well attended by staff and the Board. These events provide an opportunity for employees to share time together outside of work.

Staff Recommends approval of contract with Good Eats See Food, LLC to provide food for the FPUA company picnic on April 4, 2020, in an amount not to exceed \$9,000.

ALTERNATIVES (IF ANY):

Not approve this contract and go out for additional informal bids.

ATTACHMENTS:

FPUA Contract

**FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
FOOD SERVICE FOR FPUA COMPANY PICNIC**

Contract is made between Fort Pierce Utilities Authority (FPUA) and Good Eats, See Food LLC, of the City of Fort Pierce, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2

Contractor is hereby contracted with to perform the following services: Food Service for FPUA Company Picnic and Other Events in accordance with Attachment B appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site:

Museum Pointe Park in 2020, actual date(s) and location(s) in future years to be determined.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Food Service for FPUA Company Picnic job.

Section 5

Contractor shall be paid by FPUA in the following manner: per job and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received.

Total job price: not to exceed \$9,000.00 (nine thousand dollars and no cents) on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence on March 17, 2020 and end on March 16, 2021. There shall be four (4), one (1) year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster or other emergency event.

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information

and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
 - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to

Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

- A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
- F. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the foregoing

lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

G. 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 PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA 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;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

GOOD EATS, SEE FOOD LLC

BY: [Signature]
Signature/Officer of Firm (Manual)

Nuttinee King
Name (Typed or Printed)

TITLE: President / Owner

STATE OF: FLORIDA

COUNTY OF: ST. LUCIE

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2020, by

NUTTINEE KING, PRESIDENT, of GOOD EATS SEE FOOD, LLC
Officer of Firm Title Name of Firm
a FLORIDA corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced _____
as identification.

[Signature]
Notary Public

My commission expires: 07/29/2021



ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY
BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:
BY: _____
Fort Pierce Utilities Authority Attorney

ATTACHMENT A
REQUIRED LIMITS OF INSURANCE
FOR
FORT PIERCE UTILITIES AUTHORITY
TYPE II

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$100,000	(Each Accident)
	\$100,000	(Disease-Each Employee)
	\$500,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$ 500,000
Personal and Advertising Injury	\$ 500,000
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000
-------------------------------------------------------------------------	-----------

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Miscellaneous Provisions – The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor. The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

Evidence of Insurance – Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA.

An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance. With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:

Fort Pierce Utilities Authority and its board members, officials, officers and employees

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpu.com

ATTACHMENT B

GOOD EATS SEE FOOD
catering@goodeatsseefood.com
772-979-4227, 772-979-6068

Date SATURDAY, APRIL 4TH, 2020

SERVICE TIME 12:00PM-3:00PM

SETUP TIME 11:00 AM

Event Location MUSEUM POINT PARK, FORT PIERCE, FL 34949

TOTAL MEAL SERVING/PRICE 300 MEALS....Total \$3,000.00.....\$10 per person *ALL MEALS INCLUDE DRINK (Bottle of water and variety of soda can)*

TOTAL DESSERT SERVING/PRICE 300 ICE CREAMS.....Total \$1,200.00.....\$4 per person

EXTRA DRINKS 300 Extra Variety of Drinks.....Total \$375.00.....\$1.25 per unit

TOTAL CHARGE \$4,575.00

Does NOT Include LOCAL SALES TAXPlease provide us SALES TAX EXEMPTION

CERTIFICATE

FOOD TRUCK #1

Serves up to 150 meals LUNCH Portion.....

Prices \$10.00 per person includes drink; water or soda can

90 servings of Chicken Wing.....5 wings with a side of French fries OR potato salad

60 servings of Chicken Tender.....3 chicken tenders with a side of French fries OR potato salad

FOOD TRUCK #2

Serves up to 150 meals TACO LUNCH.....

Prices \$10.00 per person includes drink; water or soda can

90 servings of Chicken Tacos2 tacos per person with a side of Tortilla Chip

55 servings of Pork Tacos.....2 tacos per person with a side of Tortilla Chip

5 servings of Veggie Tacos.....2 tacos per person with a side of Tortilla Chip

DESSERT TRUCK #3

Serves up to 300 unitsSmall Cup or Cone \$4 per person includes variety of toppings

Choice of Hand Scoop Regular Ice Cream OR Italian Ice Creamwith a flavor selections of Vanilla, Chocolate, Strawberry, Cotton Candy, Blueberry, Rainbow

ATTACHMENT B

GOOD EATS SEE FOOD
catering@goodeatseefood.com
772-979-4227, 772-979-6068

EXTRA DRINK STATION

Serves 300 EXTRA DRINKS water, variety of soda can \$1.25 PER DRINK

- All meals are NOT Include LOCAL SALES TAXPlease provide us SALES TAX EXEMPTION CERTIFICATE
- All Food Trucks are self-contained and current State Licensing
- All food trucks are insured with General Liability of 1,000,000 EACH OCCURRENCE and 2,000,000 AGGREGATE Coverage
- All food trucks have a Commercial Auto Insurance
- All food trucks will supply *plates, bowls, napkins, forks, knives or cutlery set including dipping sauce*
- ALL MEALS INCLUDE DRINK (Bottle of water - variety of soda can)
- Makes check payable to GOOD EATS SEE FOOD LLC.

Please let us how do you want the COI to be listed. Any questions please feel free to reach out to us at any time, look forward to serving FPUA soon.

Best Regards,

Neen King
GOOD EATS SEE FOOD
catering@goodeatseefood.com
772-979-4227, 772-979-6068

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/6/2020

Department: 41 - Community Relations

Board Meeting Date: 03/17/2020

Item Type: Contract Agreement

Subject: Advertisements in Sunrise Theatre Playbill, Indian River & Fort Pierce Magazines

Recommendation:

Approve the Agreement with Indian River Magazine, Inc., of Fort Pierce, Florida, in the amount of \$2,770, for Advertising in Sunrise Theatre Playbill, Indian River Magazine, and Fort Pierce Magazine, for the period of July 3, 2020 to July 2, 2021.

Reviewed By Attorney: No

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 5 2020 4:56PM

Director of Finance: MIKA, BARBARA A. Mar 5 2020 5:20PM

Director of Utilities: TOMPECK, JOHN K. Mar 6 2020 2:57PM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Judith Ann Widmayer, Community Relations Manager
DATE: March 06, 2020
SUBJECT: **Advertisements in Sunrise Theatre Playbill, Indian River & Fort Pierce Magazines**

RECOMMENDATION:

Approve the Agreement with Indian River Magazine, Inc., of Fort Pierce, Florida, in the amount of \$2,770, for Advertising in Sunrise Theatre Playbill, Indian River Magazine, and Fort Pierce Magazine, for the period of July 3, 2020 to July 2, 2021.

SUMMARY/SUPPORTING INFORMATION

Approve Advertising Agreement with Indian River Magazine, Inc. in the amount of \$2,770 for three print ads; one full page ad in the Sunrise Theatre Playbill, one full page ad in the Fort Pierce Magazine, and one half-page ad in the holiday issue of Indian River Magazine. Indian River Magazine, Inc. is a local business that produces several quality publications for a local audience. Staff recommends approval of the Advertising Agreement with Indian River Magazine, Inc. in the amount of \$2,770.

ALTERNATIVES (IF ANY):

Find alternative advertising.

ATTACHMENTS:

Advertising Agreement

Indian River

ADVERTISING AGREEMENT WITH FORT PIERCE UTILITIES AUTHORITY

The following advertisement agreement is entered between Indian River Magazine Inc. and **FORT PIERCE UTILITIES AUTHORITY**:

FORT PIERCE UTILITIES AUTHORITY will receive full page advertisements in the annual Sunrise Theatre Playbill 2020-2021 (September 2020) and the annual Fort Pierce Magazine (February 2021) at the rate of \$1060 per insertion.

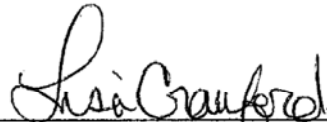
Additionally, **FORT PIERCE UTILITIES AUTHORITY** will receive a half page advertisement in Indian River Magazine's holiday issue (November 2020) at the rate of \$650.

ADVERTISING AGREEMENT

I agree to advertise in the amount above and represent that my business will be responsible for payment. I understand that failure to advertise in the quantity specified above could result in a 20 percent cancellation fee in each edition for which an ad is scheduled to appear. I understand that the most relevant previous ad will be used if I do not respond by deadline to requests regarding updating of ads. Failure to pay for advertisements could result in an 18 percent annual interest rate and payment of court costs and attorney fees.

(Signature on the following page)

ADVERTISER'S SIGNATURE



LISA CRAWFORD, SALES COORDINATOR

PRINTED NAME HERE

DATE

**PLEASE SIGN AND FAX TO 866.505.2446 or EMAIL TO
lisa@indianrivermag.com**

INSTRUCTIONS/ADDRESS FOR BILLING:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed, and delivered in the presence of:

ATTEST:

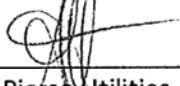
Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY:  _____
Fort Pierce Utilities Authority Attorney

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/11/2020

Department: 35 - Facilities

Board Meeting Date: 03/17/2020

Item Type: Contract Agreement

Subject: Security System Upgrade To Annex Panic Buttons

Recommendation:

POA 17-80: Approve the Amendment to the Security System Upgrade and Maintenance Contract with Johnson Controls Security Solutions LLC, in the amount of \$2,479.79, which includes \$1,629 for installation and \$850.79 for annual maintenance, to upgrade the panic buttons at the Annex Building. Upon execution of the amendment, the current annual maintenance of \$420 per year will increase by \$430.79 for a total of \$850.79 per year.

Reviewed By Attorney: Yes

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 11 2020 8:18AM

Director of Finance: MIKA, BARBARA A. Mar 11 2020 1:05PM

Director of Utilities: TOMPECK, JOHN K. Mar 11 2020 1:28PM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Eric R. Winterstein, CFM, Facilities And Fleet Super
DATE: March 11, 2020
SUBJECT: Security System Upgrade To Annex Panic Buttons

RECOMMENDATION:

POA 17-80: Approve the Amendment to the Security System Upgrade and Maintenance Contract with Johnson Controls Security Solutions LLC, in the amount of \$2,479.79, which includes \$1,629 for installation and \$850.79 for annual maintenance, to upgrade the panic buttons at the Annex Building. Upon execution of the amendment, the current annual maintenance of \$420 per year will increase by \$430.79 for a total of \$850.79 per year.

SUMMARY/SUPPORTING INFORMATION

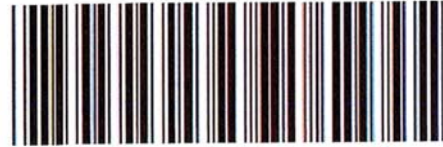
The existing panic button system is an older single button system that is easily activated by accident. This system has become obsolete in the industry. FPUA has had three false alarms so far in 2020 at a cost of \$500 per incident for a total of \$1,500. The new system will eliminate costly false alarms. The amended contract will include additional panic buttons within the customer service areas.

ALTERNATIVES (IF ANY):

Do not approve and leave existing panic buttons in place and risk false alarms.

ATTACHMENTS:

Vendor Agreement



8 8 8 1 U E 0 1

TOWN NO 0325-ST. LUCIE, FL	CUSTOMER NO	JOB NO	PO NO	ESTIMATE NO 1-58TJM DP
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RIDER
For Additional Equipment and/or Services

THIS RIDER made on 3/4/2020 (the "Rider") is part of and is to be attached to the "Agreement" by and between Johnson Controls Security Solutions LLC (f/k/a Tyco Integrated Security LLC) (hereinafter "Johnson Controls ") and Fort Pierce Utilities Authority d/b/a (hereinafter, "Customer") for the System in the "Premises" of Customer located at 206 S 6th St, Fort Pierce, FL 34950.

The Customer hereby requests, and Johnson Controls agrees to install, the following additional Systems, Services, and/or Equipment as described in this Rider and the attached Scope of Work; Contract Notes:

Qty	Product Name	Location
1	TO BE INSTALLED:	
1	SERIAL RECEIVER INTERFACE FOR HONEYWELLS VISTA 128 AND 250 PANELS	
19	Fixed Location Double Button Alarm Transmitter	
1	Programming	

CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,629.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$1,629.00
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$850.79
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$850.79

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.



TOWN NO 0325-ST. LUCIE, FL	CUSTOMER NO	JOB NO	PO NO	ESTIMATE NO 1-58TJMDP
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Charges and Fees: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in this Agreement plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit), if any, set forth in this Agreement. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to the CMC or any other Service(s). Any changes in the **SCOPE OF WORK** made by the Customer after execution of this Rider must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges and/or Fees. Any Customer order placed by email, telephone, or Internet website shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Rider, Customer agrees to pay Service Charges per annum set forth in this Agreement (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local taxes for 0 year(s) (the "Initial Term") effective from the date such Service is operative under this Rider. Until Customer has paid Johnson Controls the Installation Charge and Fees in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Rider shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of this Rider as liquidated damages but not as a penalty. Any such termination shall be effective as of the end of the subsequent monthly billing period. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Rider ("Fees"). The term "Agreement" refers to the Commercial Sales Agreement or the National/Global Account Master Agreement. The Equipment, Software, and Services provided, installed, and/or serviced under this Rider, including but not limited to parts provided under warranty (collectively and individually, the "System"), shall be subject to the Terms and Conditions of the Agreement. It is further agreed that the original expiration date of the Agreement shall be extended for a period of 0 years, but only with respect to the Equipment, Systems and Services furnished under this Rider. Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

THIS RIDER REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES/SYSTEMS MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS RIDER WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC
Presented by: [signatures are on page 5]
(Signature of Johnson Controls Sales Representative)

Sales Agent: Anthony Dippolito
Sales Representative Registration # (if applicable): _____

CUSTOMER
Accepted By: [signatures are on page 5]
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



TOWN NO 0325-ST. LUCIE, FL	CUSTOMER NO	JOB NO	PO NO	ESTIMATE NO 1-58TJMDP
----------------------------------	-------------	--------	-------	--------------------------

SCOPE OF WORK; CONTRACT NOTES: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of the Agreement shall be void and of no effect.

Scope of Work:

Contact Information: Joel Spades 772-579-0416 jspades@fpua.com

System Operation: Replace existing Inovonics wireless receiver with new receiver. Replace 14 existing Hold Up buttons and add 5 additional buttons. New buttons will be double button and require both buttons to be pushed in order to cause an alarm.

Programming Info: Program each hold up button to require both buttons to be pushed in order to cause an alarm.

Site Conditions:

Existing Equipment: Vista 128 control panel.

Customer Expectations: Monday thru Friday 8 to 5

Training Expectations: Demonstrate for the customer how the device should be used to cause an alarm.

General Comments:

Customer Responsibilities / Johnson Controls Exclusions:

Documentation Needs:

Contract Notes:



TOWN NO 0325-ST. LUCIE, FL	CUSTOMER NO	JOB NO	PO NO	ESTIMATE NO 1-58TJMDP
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Johnson Controls Security Solutions LLC ("Johnson Controls")

Anthony Dippolito
4770 Grantswood Rd,
Irontdale, AL
35210-3631

Tele. No. (772) 834-0107

Fort Pierce Utilities Authority
d/b/a:
Herein after called ("Customer")
206 S 6th St,
Fort Pierce, FL 34950

Attn:
Tele. No. (772) 466-1600

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

The foregoing modifications and/or additional terms and conditions are not binding unless approved in writing by an authorized representative of Johnson Controls.

Accepted and Agreed:

Johnson Controls Security Solutions LLC

CUSTOMER

Presented by: [signagtures are on page 5]
(Signature of Johnson Controls Sales Representative)

Accepted By: [signagtures are on page 5]
(Signature of Customer's Authorized Representative)

Sales Agent: Anthony Dippolito
Sales Representative Registration # (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed, and delivered in the presence of:

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

BY: Anthony McGraw
Signature/Officer of Firm (Manual)

Anthony McGraw
Name (Typed or Printed)
TITLE: Vice President and Treasurer

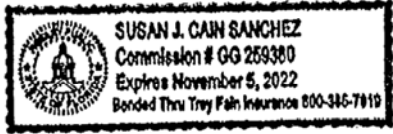
STATE OF: FLORIDA

COUNTY OF: PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of March, 2020, by
Johnson Controls

Anthony McGraw, _____, of Security Solutions LLC
Officer of Firm Title Name of Firm
a VP and Treasurer corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced Susana Cain Sanchez
as identification. SUSAN J. CAIN SANCHEZ
Notary Public



My commission expires: 11/5/22

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY
BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:
BY: R N K
Fort Pierce Utilities Authority Attorney

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Regina D. Morris, Customer Service Manager
DATE: March 09, 2020
SUBJECT: **Low Income Home Energy Assistance Program (LIHEAP) Energy Provider Payment Agreement**

RECOMMENDATION:

Approve the Contract with Agricultural and Labor Program, Incorporated (ALPI), of Lake Alfred, Florida, for the Low Income Home Energy Assistance Program (LIHEAP) Energy Provider Payments for FPUA customers. The initial term of the agreement is March 17, 2020 to March 16, 2022, with one two-year renewal option.

SUMMARY/SUPPORTING INFORMATION

ALPI is a private, nonprofit corporation designated by the Florida Department of Economic Opportunity as a LIHEAP service provider for St. Lucie County. This corporation makes payments to FPUA for home and crisis benefits. Crisis benefits are defined as energy assistance payments needed to alleviate an immediate household crisis such as disconnections of electricity to homes with elderly household members, children, or medically needy individuals. FPUA has had a good business working relationship with ALPI since 2000.

ALTERNATIVES (IF ANY):

Discontinue accepting LIHEAP Energy Provider Payments for FPUA customers.

ATTACHMENTS:

Vendor Agreement

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/9/2020

Department: 43 - Customer Service

Board Meeting Date: 03/17/2020

Item Type: Contract Agreement

Subject: Low Income Home Energy Assistance Program (LIHEAP) Energy Provider Payment Agreement

Recommendation:

Approve the Contract with Agricultural and Labor Program, Incorporated (ALPI), of Lake Alfred, Florida, for the Low Income Home Energy Assistance Program (LIHEAP) Energy Provider Payments for FPUA customers. The initial term of the agreement is March 17, 2020 to March 16, 2022, with one two-year renewal option.

Reviewed By Attorney: No

Funds Available From: X No Funds Needed Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 9 2020 9:30AM

Director of Finance: MIKA, BARBARA A. Mar 6 2020 4:51PM

Director of Utilities: TOMPECK, JOHN K. Mar 9 2020 11:21AM

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
ENERGY PROVIDER PAYMENT AGREEMENT**

THIS AGREEMENT is entered into the 18th day of March, 2020 by and between the Agricultural and Labor Program, Incorporated, located at 300 Lynchburg Rd., Lake Alfred, FL 33850-2576 (ALPI) and Fort Pierce Utilities Authority, 206 S. 6th Street, Fort Pierce, FL 34950 (Energy Provider).

WITNESSETH:

WHEREAS, the Agricultural and Labor Program, Incorporated (ALPI), is a private, nonprofit corporation, registered in the State of Florida; and

WHEREAS, the Florida Department of Economic Opportunity has designated ALPI as Low Income Home Energy Assistance Program (LIHEAP) service provider for Collier, Glades, Hendry, Highlands, Martin, Polk and St. Lucie Counties; and

WHEREAS, the herein named Energy Provider provides regulated electric service(s) in one or more of the Counties served by ALPI; and,

WHEREAS, all parties desire to enter into an Agreement outlining the basic requirements under LIHEAP.

NOW THEREFORE:

For and in consideration of the mutual agreements contained herein as well as other fair and reasonable compensation, it is agreed as follows:

ALPI AGREES:

1. To make payments to the Energy Provider for home and crisis benefits. Crisis benefits are defined as energy assistance payments needed to alleviate an immediate household crisis. This may include, but is not limited to, disconnection of electricity to homes with elderly household members, children or medically needy individuals.
2. To determine eligibility of recipients for LIHEAP Home and Crisis payments and benefits. A crisis is deemed to be a situation wherein the client is in immediate risk of disconnection or the client's services are in need of reconnection.

3. To notify the Energy Provider of the eligible recipients through email or fax.
4. To provide the Energy Provider with a commitment for payment, by ALPI or its Sub-Recipient, of a fixed amount to be applied to the account of the eligible recipient. Pursuant to Federal and State Guidelines, payments can only be applied to energy related services (excluding water and sewer).
5. To provide the Energy Provider with a list of authorized signatures for execution of any commitment of payment on an eligible recipient's electric account.
6. To process all commitments for payment in a timely manner to assure there are no unreasonable delays in payment to the Energy Provider. ALPI will endeavor to make all payments (home energy or crisis) within thirty (30) days of commitment. All payments will be made via corporate check and mailed to the address identified by the Vendor for receipt of payments.
7. To provide all necessary support in processing the request for service as well as providing any additional information required by the Energy Provider for completion of the payment process.

ENERGY PROVIDER AGREES AS FOLLOWS:

1. It will accept ALPI's commitment for payment and subsequent payments.
2. It will not terminate a client's service once a commitment from ALPI or its Sub-Recipient has been made received by the Energy Provider so long as such guarantee covers any energy related service amounts owed by client and is received by Energy Provider within the time specified herein.
3. It will verify that commitments and payments are applied to the appropriate customer's account.
4. It will assure that no eligible recipients receiving assistance under LIHEAP will be treated adversely because of receipt of assistance. This includes, but is not limited to: (a) Discrimination on the basis of sex, race, disability, or place or origin or (b) in the cost of goods supplied or the services provided.
5. Payments shall be applied to energy related elements of a utility bill only. No water or sewage charges may be paid.

6. Payments may not be applied for charges that result from illegal activities such as a bad check or meter tampering. The Energy Provider is aware that such charges are the sole responsibility of the customer.
7. To verify that commitments for payment of eligible recipient's electric account has been submitted by an authorized representative of ALPI and to provide ALPI with a contact person for resolution of any additional issues.
8. When LIHEAP payments cannot be applied to the client's account, the funds will be returned to ALPI or, with ALPI's approval, applied to another eligible customer's account.

IT IS MUTUALLY AGREED:

1. This Agreement shall be effective upon the date first written above and shall continue for a period of two (2) years unless otherwise terminated by either party in accordance with the termination provisions contained herein.
2. This Agreement may be renewed for an additional two (2) year term, unless otherwise terminated by either party in accordance with the termination provisions contained herein.
3. That ALPI shall have sole responsibility for determining the eligibility of recipients for which ALPI designates to receive benefit for the LIHEAP grant monies ALPI administers.
4. That ALPI shall defend and hold the Energy Provider harmless against any claims resulting solely from incorrect determinations of eligibility of recipients by ALPI.
5. That when the benefit paid by ALPI on behalf of the eligible recipient does not pay the complete charges owed, the eligible recipient will be solely responsible for the remaining balance.
6. This Agreement shall not prevent the Energy Provider from taking actions that would be appropriate in collecting any balance over and beyond the amount of ALPI's commitment for an eligible recipient.
7. That no provision of this Agreement shall be deemed to conflict with, limit, or preclude Energy Provider's exercise of its powers as authorized by the Public Service Commission or any other regulatory agency.

8. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For Energy Provider: (Contractual Issues)

John Tompek
Director of Utilities
Fort Pierce Utilities Authority

For Energy Provider: (Operational Issues)

Gina Morris
Customer Service Manager
Fort Pierce Utilities Authority

For ALPI:

Cheryl Burnham
LIHEAP/Community Services Director
PO Box 3126
Winter Haven, FL 33885
(863) 956-3491 – Phone
(863) 956-3357 – Fax

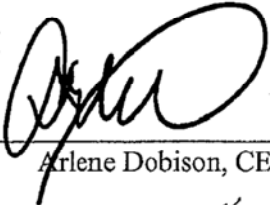
9. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida, without regard to such state's choice of law provisions, if any, which may dictate that the law of another jurisdiction shall apply. Venue shall be Polk County, Florida, or the appropriate United States District Court.
10. That neither party shall assign any of its rights, obligations, or duties under the terms and conditions of this Agreement without the express written consent of the other party.
11. That either party may, by giving thirty (30) days prior written notice to the other, terminate this Agreement in whole or in part, at any time, with or without cause. Upon receipt of such notice, the parties shall immediately discontinue all services affected (unless the notice directs otherwise).

This Agreement is entered into the date first written above.

Fort Pierce Utilities Authority

ALPI

By: (signature on following page)

By: 
Arlene Dobison, CEO

Witness: _____

Witness:  _____

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/6/2020

Department: 41 - Community Relations

Board Meeting Date: 03/17/2020

Item Type: Contract Agreement

Subject: Museum Pointe Park Reservation for Company Picnic

Recommendation:

Approve the Facility Use Agreement with St. Lucie County, in the amount of \$151, to reserve Museum Pointe Park for the FPUA picnic on April 4, 2020.

Reviewed By Attorney: No

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 6 2020 3:19PM

Director of Finance: MIKA, BARBARA A. Mar 5 2020 2:13PM

Director of Utilities: TOMPECK, JOHN K. Mar 6 2020 3:44PM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Judith Ann Widmayer, Community Relations Manager
DATE: March 06, 2020
SUBJECT: **Museum Pointe Park Reservation for Company Picnic**

RECOMMENDATION:

Approve the Facility Use Agreement with St. Lucie County, in the amount of \$151, to reserve Museum Pointe Park for the FPUA picnic on April 4, 2020.

SUMMARY/SUPPORTING INFORMATION

FPUA's annual picnic is a great event for management to show our deep appreciation to our employees for their hard work and dedication. This event has proven to build good will and camaraderie for our organization.

Museum Pointe Park is a wonderful location for the FPUA Annual Company Picnic, scheduled for April 4, 2020. Staff recommends approval of the Facility Use Agreement with St. Lucie County in the amount of \$151.

ALTERNATIVES (IF ANY):

Find another venue for the FPUA Annual Picnic.

ATTACHMENTS:

Vendor Agreement

**SPORTS FACILITIES
FACILITY USE AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2020, between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter known as "County" or "Lessor", and **Fort Pierce Utilities Authority** or its successors, executors, administrators, and assigns, hereinafter known as "Lessee".

IN CONSIDERATION of the mutual benefits received by each party, the parties mutually agree as follows:

1. Premises & Terms

A. County hereby leases to Lessee the following facilities located in St. Lucie County Florida, hereinafter known as the "Premises": **Museum Pointe Park Pavilion**. The sole purpose of the lease shall be for providing **Company Picnic**, hereinafter known as the "Event" to be held on the following dates and times: **April 4, 2020 Times: 9:00 AM – 5:00 PM**.

B. The Coordinator for the County is **Crissy Elliott**, at **772-462-1456** and email: **Elliottc@stlucieco.org**, and shall hereinafter be referred to as the "Coordinator".

2. Use

A. Lessee shall use the Premises only for the use stated in Paragraph 1 and/or Exhibit A attached and shall not use or permit the Premises to be used for any other purpose. Lessee shall obtain any and all permits and licenses, comply with any and all requirements and pay any and all taxes, fees and charges prescribed by federal, state and local laws, ordinances, rules and regulations which pertain to or arise in connection with Lessee's use of the Premises, the presentation of the Event, or Lessee's operations.

B. Further, Lessee shall not take any action or fail to take any action which shall cause County to be in breach of any contract, obligation or duty the County may have to a third party at the time of the Event, or pursuant to any applicable laws, rules or regulations.

C. Lessee shall not use or occupy the Premises in violation of: (1) all terms of this Agreement; 2) any rules and regulations promulgated by County for the Premises from time to time; or (3) any law or ordinance affecting the premises or County's facilities. Lessee shall comply with any directive of any governmental authority with respect to Lessee's use or occupancy of the Premises. Lessee acknowledges receipt of sports field rules and agrees to comply with them, as they may be amended.

D. Lessee shall not do or permit anything on or about the Premises which will in any way damage the Premises, obstruct or interfere with the rights of other tenants or occupants of County's facilities, or injure or annoy them, or use the Premises or allow them to be used for any unlawful purpose. Lessee shall not cause, maintain or permit any nuisance in, on or about the Premises, or commit or allow any waste in or upon the Premises.

E. No event shall continue past midnight without an additional charge. Lessee shall remain at the Event until the conclusion of the Event, including loading out of equipment and exit of all players and guests, regardless of the times indicated on Exhibit "A".

F. The County reserves the right to stop any noise or sound based on any violation of the County, the City of Port St. Lucie or the City of Fort Pierce Code or ordinances regarding maximum permissible sound level. This right includes, but is not limited to turning off the power, even if the act and/or show is still performing. The User hereby waives any right and all claims for damages against the County.

G. Lessee shall not admit to Premises a larger number of persons than indicated on Exhibit "A" or additional charges shall apply. In no case, shall the number of persons exceed the capacity of the leased portion of the facility. No portion of the sidewalks, entries, passages, vestibule, halls, stairways or access to public utilities shall be obstructed or used for any other purpose than ingress and egress.

H. Lessee shall not use the Premises should any visible danger be observed by the Lessee or reported to the Lessee. Lessee shall contact the Coordinator as soon as possible to report the danger. Lessee shall also not utilize fields if there is water standing on them, they are muddy or otherwise use would result in damage to the field and/or danger to the User or others.

3. Ticket Attendance/Participation

A. Any Lessee managing a ticketed event pursuant to the terms of the Agreement, must provide verifiable proof of ticket sales seven calendar days prior to the date of the event in a manner acceptable to the County. The County reserves the right to request additional daily verification of ticket sales leading up to the event.

B. Any Lessee managing a sporting event/tournament with multiple team registrations or an event with multiple exhibitors/participants pursuant to the terms of the Agreement must provide verifiable proof of participation seven calendar days prior to the date of the event in a manner acceptable to the County. The County reserves the right to request additional daily verification of participation leading up to the event.

C. This information is required so the County may properly staff, provide food service, verify security, and establish proper traffic controls for all events. Failure to provide accurate, verifiable attendance/participation numbers as required will result in loss of security deposit and possible event cancellation.

Lessee's Initials N/A

4. Rent

A. Lessee shall pay to the County as rental for the Premises, the amount as identified in Exhibit A. Unless otherwise agreed to by the County, an Event deposit of at least 50% of the total amount identified in Exhibit "A" is due at the time this agreement is executed. At the discretion of the Coordinator, payment in full at the time of Agreement execution may be required. Payment shall be to St. Lucie County BOCC and must be in the form of cash, cashier's check, money order or certified check if paid within 30 days or less of the Event date. This agreement shall not be valid without payment of the Event deposit and submission of all required documents in compliance with this Agreement.

B. Unless required with execution of the Agreement, payment in full per Exhibit "A" is due no less than 30 days prior to the event. If payment in full is not received by that date, at the discretion of the Coordinator, the event may be cancelled. However, any payment made less than 30 days prior to the Event date must be made by cash, cashier's check, money order or certified check. The event shall be cancelled if payment in full is not made within 10 business days of the event date. Lessee may appeal cancellation of the event to the County Administrator in writing within 48 hours of being notified by the Coordinator. The decision of the County Administrator shall be final.

C. The rental period shall begin and end on the day and time stated in Exhibit "A", including set-up and breakdown. All other expenses as outlined in Exhibit A attached hereto are by reference made a part hereof. Lessee may request County's permission to use the Premises beyond the time in Exhibit "A". Should permission be granted, although County shall not be obligated to grant said request, Lessee shall pay County in addition to normal hourly rental charges, an additional hourly rate of \$100.00 for each hour past midnight plus personnel charges two times the normal rate for each quarter hour beyond the time in Exhibit "A".

D. Lessee shall pay and satisfy County for any and all additional expenses that may accrue during Lessee's Event in lawful money of the United States of America, cashier's check, credit card or certified check at the office of the Coordinator within 5 business days of the Event date. The security deposit shall be used to offset any additional expenses.

5. Security Deposit

If required at the discretion of the Coordinator, Lessee shall pay to the County a security deposit as indicated in Exhibit A. The deposit will be used to pay for any loss or damages caused by Lessee, for any extraordinary cleaning the County must do because of Lessee, any additional charges incurred as shown on the Event Reconciliation or for any other charges due and unpaid. The County agrees to return any security deposit not used within 60 days of event date.

6. Cancellation of Agreement

A. Should Lessee desire to cancel this Agreement and if notification to County of such desire is given in writing at least 60 days prior to the first date upon which possession is to be had hereunder, the County shall refund the full amount.

B. If cancellation is subsequent to 60 days but prior to 30 days there shall be a fifty (50) percent refund of the rent.

C. If cancellation is within 30 days or less of the Event date there shall be no refund.

D. In the event Lessee shall not cancel this Agreement, the County shall be entitled to retain said sum and any other costs incurred and seek any and all remedies available to it in law or equity.

E. In the event that an outdoor Event is cancelled, any refund will first be reduced by the cost of staff, supplies and other expenses incurred prior to the cancellation. If the event is postponed due to inclement weather and/or resulting field conditions, the Lessee shall be responsible for any and all additional costs related to the postponement. Rescheduling of the event is at the sole discretion of the County unless the Premises have been leased for an additional day for inclement weather.

7. Emergencies

A. In the case that a state of emergency is pending or is declared, the County may determine the fulfillment of this Lease is not possible.

B. In case the Premises or any part thereof shall be destroyed or damaged by hurricane, fire, water, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Lease by the County impossible including, without limitation thereto, the necessity of the County to use the premises during an emergency.

C. Then and thereupon that either 6(A) or 6(B) occurs, this Lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this Lease be so terminated.

8. Alterations

A. Lessee agrees that any change, alteration or addition to the Premises or to any equipment of the County therein desired by Lessee shall be subject to the prior written approval by the Coordinator and, except as so approved by the Coordinator, shall not be permitted.

B. In the event of any such approved change, alteration or addition, the entire cost of such change, alteration, addition, installation, removal or replacement shall be borne by Lessee.

9. Concessions

A. The County reserves for itself or its agents, contractors, or concessionaire the right to the sales and serving of any and all food, nonalcoholic beverages, and confections for consumption on or off the premises.

B. The County reserves for itself or its agents or concessionaires, the sole right to the service and sale of any and all alcoholic beverages and concessions.

C. If the Lessee sends a written request, at least 30-days prior to the date of the event, requesting the use of an outside caterer for a private event as determined by the County, and the County approves in writing Lessee's request to use an outside caterer for food services at a private event, the Lessee will be required to pay an additional fee as determined by the County and added to the Contract and Reservation Fees Schedule. There is NO GUARANTEE that the County will approve the use of any outside caterer. The County will not approve any requests for outside concession services.

D. If Lessee has obtained prior written approval and consent to utilize the services of an outside caterer, the Lessee must have the outside caterer provide to the County, at least seven (7) days prior to the date of the event, a certificate of comprehensive general liability insurance pursuant to Paragraph 22 of this Agreement, a copy of their state license to prepare food, and a copy of their St. Lucie County occupational license.

E. Lessee or Lessee's exhibitors shall not give away or sell items under the terms of this Agreement without the written permission of the County. No tobacco items may be sold or given away.

F. County reserves the right for its concessionaire to procure a space no smaller than 10 feet by 10 feet where it deems appropriate for the sale of food and drink at all events. Alcoholic beverages may be sold at the discretion of the Coordinator and no portion of the County's percentage of concessionaire's food or alcoholic beverage sales will be given to Lessee.

10. Gross Receipts

The Term Gross Receipts as used in this Agreement means all monies paid or payable to or considerations of determinable value received by the Lessee for sales made, transactions had for alcohol, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value; provided, however, that any taxes imposed by law which is separately stated to and paid by a customer and directly payable by the Lessee to a taxing authority and sales refunds shall be excluded therefrom.

11. Records

A. The Lessee shall maintain during the term of this Agreement all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities pursuant to this Agreement and all monies collected hereunder, not limited to gross receipts. The form of all such records and reports shall be subject to the approval of the County Administrator or their designee prior to commencement of operations, and subsequent recommendations for changes, additions, or deletions.

B. If required, the Lessee shall furnish to the Coordinator daily, a report of gross receipts during the event, on forms approved by the County. This report shall be signed by the Lessee certifying to the accuracy of such gross receipts.

C. The Lessee shall allow the County Administrator or their designee to inspect all or part of the compilation procedures for the aforesaid reports including but not limited to allowing County staff to be present during all sales. Said inspection is at the sole discretion of the County Administrator or their designee.

D. All records of the Lessee necessary to verify the report set forth herein shall be available to the County Administrator or their designee and the county's auditors at a reasonable location in St. Lucie County, Florida, for a period of five (5) years after the end of any Agreement year.

12. Public Record

The Lessee shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Lessee in conjunction with this Contract. Specifically, the Lessee shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Lessee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

13. Sales Tax

The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax (currently at the rate of 7%) on the amounts payable to the County under this Agreement.

14. Payment of Fees

A. The Lessee shall pay all fees, charges and revenues and submit all documents and reports required by this Agreement to the following:

St. Lucie County
Parks, Recreation & Facilities Department
Regional Parks and Stadiums
1302 Virginia Avenue
Fort Pierce, Florida 34982

B. In the event Lessee fails to pay any of the fees, charges and revenues as required to be paid under the provisions of this Agreement within 30 days after the same shall become due, interest at the rate of one and one-half percent (1-1/2%) per month shall accrue against the delinquent payment(s) until same are paid.

C. Personal or business checks will only be accepted for payment made more than 30 days in advance of the due date. If the check is returned to the County as not payable by the bank, an additional charge shall be due from the Lessee and the Event will not be considered reserved until full payment is received in the form of cash, cashier's check, money order, certified check or credit card.

D. Implementation of this provision shall not preclude the County from terminating this Agreement for default in the payment of rentals, fees, or charges, or from enforcing any other provisions contained herein.

15. Security Personnel

A. The County shall determine the level of security protection needed. Lessee shall procure and maintain, at its own expense, such security during the Event.

B. Lessee shall provide the County at least 30 days before the Event, with proof, in a method acceptable to the County, of having retained the level of security determined needed by the County.

C. At least one St. Lucie County Sheriff's officer is required to be present at the Event when alcohol is served. The County shall determine the number of Sheriff's officers with arrest powers required and shall provide Lessee with the name and phone number of the security coordinator for the St. Lucie County Sheriff's Office. Notwithstanding anything herein to the contrary, nothing herein shall obligate County to provide security for the Event or at any other time.

D. In the event that the County, in its sole discretion, determines that Lessee's security requirements are not adequate or being met in full, County may require Lessee to employ additional security personnel for the Event, at Lessee's own cost.

E. The County may cancel this Agreement if Lessee fails to retain at least the minimum security required by the County. County shall be entitled to retain said sum and any other costs incurred and seek any and all remedies available to it in lien or equity.

16. Electrical/Utilities

A. The County shall furnish customary lighting and electricity for ordinary use only, but shall not be responsible for any accidents, unavoidable delays or temporary power outages. The County shall also furnish water by means of existing appliances, facilities, and drinking fountains. Customary and ordinary use to be determined by the Coordinator. Any additional utility expense above normal and customary use, as determined by the Coordinator, shall be the responsibility of the Lessee and paid to the County.

B. Lessee shall not perform any electrical work or make any modification to any electric outlet on the Premises. If any such work or connection is required, Lessee will first obtain County approval, and have such work done and such connection made by the person, firm or corporation approved by County and at Lessee's expense.

17. Hazardous Materials

A. Lessee shall not bring onto the Premises or County's facilities any material, substances, toxic or hazardous materials, equipment or objects which, in the sole judgment of the management of the County, is likely to endanger the life of, or cause bodily injury or harm to, any person on the Premises or County's facilities or which is likely to constitute a hazard to property thereon. County shall have the right to refuse to allow any such material, substances, equipment or objects to be brought onto the Premises or County's facilities and the further rights to require or to obtain its immediate removal therefrom if found thereon.

B. The Lessee shall not, without written consent of the Coordinator, put up or operate any engine or motor or machinery on the Premises OR use oils, candles, burning fluids, camphene, gasoline or similar liquid for either mechanical or other purposes, or any other agent other than electricity for illuminating the Premises. Candles with flame must be covered.

18. Right of Entry

County and/or its designated agents shall have the right to enter and inspect the Premises being leased or utilized by Lessee at any time. County further reserves the right to itself and third parties with whom County has a contractual relationship to enter the Premises at any time during the lease term to perform

services required of or permitted to County herein, such as concessionaire, janitorial and repair or replacement services. County shall use reasonable efforts to minimize interference with Lessee's Events.

19. Maintenance

A. Lessee shall not nail, glue, tack, tape or attach anything in a manner that will damage the floor, walls, pillars or doors of the Premises. Signs should be freestanding and banners may be hung as approved by the Coordinator and in the manner required by the Coordinator.

B. During the term, Lessee shall maintain the Premises in good order, condition and repair and Lessee shall leave and surrender the Premises in good order, condition and repair at the end of the term hereof and shall remove all its personal property, fixtures and decorations from the Premises and immediately repair any damage caused thereby.

C. The Lessee shall be responsible for any and all damage to the Premises and to County's property therein caused, directly or indirectly, by Lessee or Lessee's agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees, whether accidental or otherwise.

D. If Lessee shall fail to surrender the Premises in good order, condition and repair and County is required to make repairs or incur clean-up costs by reason thereof, County may deduct from the security deposit such costs as are necessary to cover the costs of the repair or clean-up. If no deposit was required and/or the deposit is insufficient to cover such costs, Lessee shall be required to pay the amount due within 10 business days of the Event Date.

20. No Smoking Policy

There shall be no smoking on the grounds of the Premises except in designated outdoor smoking areas.

21. Indemnification

A. Lessee will indemnify, defend and hold County, St. Lucie County Board of County Commissioners, its officers, directors and employees, harmless from any and all liability, loss, damage, costs, expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this Agreement, the performance or breach thereof, or the use or occupancy of the Premises, the parking area or other areas of the facilities by Lessee or Lessee's agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees; and in the event that suit shall be brought against County, either independently or jointly with Lessee on account thereof, Lessee will defend any such suit or suits at the sole cost of Lessee; and in the event of final judgment being obtained against County, either independently or jointly with Lessee, then Lessee will pay such judgment immediately, with all interest and costs thereon, and shall hold County harmless there from. **Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.**

B. In the event Lessee shall fail to defend any such action on behalf of County to the satisfaction of County, County may, but shall not be obligated to, defend the same by counsel of its choice, the cost of which defense to be borne exclusively by Lessee and paid by Lessee in such intervals and in such amounts as County shall demand.

C. The rent paid by Lessee includes consideration for Lessee's covenant to indemnify the County. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges and immunities, including sovereign immunity as provided by laws as set forth in Section 768.28, Florida Statutes.

22. Insurance

A. Lessee shall procure and maintain throughout the term of this Agreement comprehensive general liability insurance providing for a minimum of \$1,000,000.00 per occurrence \$2,000,000 aggregate, written by such insurance company as shall be acceptable to County. Lessee's insurance shall cover all activities of any subcontractors and any individual or company providing services or this event.

B. Lessee shall name St. Lucie County BOCC as an additional insured under said policy without limitation and a certificate of insurance showing the additionally insured and specifying the deductible of said policy shall be delivered to County no later than thirty (30) days before the commencement date of the term as set forth in "Exhibit A". The certificate shall provide for thirty (30) days prior written notice from the insurer to County of any cancellation or amendment to said insurance policy.

C. In the event that Lessee fails to deliver said certificate to County in the above stated manner, County may cancel this Agreement or, but shall not be obligated to, procure the required policy and charge its costs to Lessee as additional rent, to be paid by Lessee thirty (30) days before the first day of the commencement of the term hereof.

23. Liquor Liability Insurance

A. If the County has a contract with a vendor for providing and serving alcoholic beverages, the Lessee shall utilize the vendor unless mutually agreeable to all parties, including the vendor. Such agreement may include a payment to the vendor and/or the County.

B. The Lessee shall provide the County with evidence of insurance to cover general liability with limits of \$1,000,000.00 per occurrence \$2,000,000 general aggregate as well as Liquor Liability in the same limits for the service of intoxicating beverages no later than thirty (30) business days before the commencement date of the term as set forth in Exhibit A.

C. The St. Lucie County BOCC and the Lessee shall be named Additional Insured's on the certificate of insurance.

24. Damage to Personal Property

County shall not be liable for any damage to or loss of the property of Lessee, or to any person bringing property into Lessee's Event. County shall not be responsible for the theft, loss, or damage to Lessee's property or property belonging to anyone with whom Lessee may have contractual relations as to the use or partial use of the Premises, or property belonging to any employee, agent, guest, patron or invitee of Lessee.

25. Natural Damage or Force Majeure

A. If the Premises or any part of the Premises is destroyed or damaged by fire, the elements, mob, riot, war, civil commotion, strike or labor disputes or act of God or any other cause, or event beyond the control of County, or any part of the facilities of County of which the Premises are a part be made impractical for use by any cause, County, may at its discretion, terminate and void this Agreement. Lessee shall be liable for rent, charges for staff and services, and additional utility charges which have accrued only as to the time of termination, if any.

B. However, if such impossibility of performance shall be due to the act or omission of Lessee, its agents, employees, members, licenses, or invitees, then Lessee shall be liable for the entire rent charged hereunder as well as all accrued charges in addition to such other damages as may result from such acts or omissions.

C. Lessee hereby waives any claim for damages or compensation from County on account of such termination. Payment of County deposit shall be Lessee's sole remedy in the event of termination hereunder and Lessee expressly waives any claim for damage or compensation should the Agreement be so terminated.

26. Surrender of Premises; Disposal of Property

A. Immediately upon the expiration of the term specified in Paragraph 1 hereof, Lessee shall remove from the Premises all property of whatever nature brought thereon by Lessee, its agents, representatives, exhibitors, guests, patrons or invitees, and further agrees that if such property be not so removed, County may forthwith possess, remove, dispose of and/or store same at Lessee's sole cost and expense.

B. Lessee further agrees that if possession of such property so removed and/or stored is not taken by Lessee and the costs and charges for such storage and/or removal are not paid within five (5) days from the date of the removal and/or storage, County, at its option, may cancel all such costs and charges and become the legal owner of such property or may cause same to be sold and apply the proceeds from such sale to the payment of such costs and charges; provided, however, that if, in the judgment of County, any or all such property has no ready market value, County either before or after removal and/or storage may make such disposition thereof as it deems proper and shall not be liable or responsible to Lessee in any way because of such disposition.

27. Materials Presented

A. Lessee shall be solely responsible for all licenses, fees, charges or other requirements to present or allow the presentation of any composition, work or material during the Event or in advertising thereof which is covered by copyright, trademark, patent or other intellectual property right.

B. Lessee shall indemnify, defend and hold County harmless from any and all loss, damage, costs or expense, including, without limitation, attorney's fees, pertaining to or arising from any claim of infringement or misappropriation of such copyright, trademark, patent or intellectual property right. **Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.**

C. The Lessee, whether artist, promoter, or production company, and the Lessee's representative warrant that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and agree to indemnify and hold St. Lucie County harmless from and against any and all claims, losses, liability, expenses, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions including attorney's fees of any kind and nature arising or growing out of or in any way connected with the use of such copyrighted material.

D. The Lessee agrees to and accepts the unequivocal right of the Coordinator to cancel any event if evidence or information is presented that the above-described have not been obtained. Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

28. Tickets and Collections

A. If all or any part of the Event provided in Exhibit "A" requires the sale of tickets, County may, at its option, provide ticket sellers and ticket collectors. The County shall determine the number, days and times the ticket sellers and ticket collectors shall be needed. Lessee agrees to reimburse the County for all costs associated with the use of the ticket sellers and ticket collectors.

B. In the handling, control, custody, and keeping of receipts and funds, whether the same are received through the box office or otherwise, the County is acting for the accommodation and sole benefit of the Lessee and that as to such receipts and funds the County shall be responsible only for gross neglect or bad faith.

29. Assignment

A. The County reserves the right to freely assign this Agreement. The Lessee, however, shall not assign this Agreement to any other persons or firm without first obtaining County's written approval. In addition, the Lessee shall not have the right to assign any or all of its rights and interests under this

Agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County.

B. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) or more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity.

C. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

30. Subletting

Lessee shall not sub-lease the whole or any part of the Premises, except that, if the Event is a trade show or similar event, this paragraph shall not prohibit Lessee from subleasing individual booths to separate exhibitors during the Event. In any event, Lessee shall remain primarily liable under the terms and conditions of this Lease, including insurance coverage for all vendors and exhibitors.

31. Lewd, Indecent, Immoral or Illegal Materials

No lewd, indecent, immoral, obscene or illegal acts, conduct, language, pictures or portrayals shall constitute or be included in the activities or Event presented by Lessee on the Premises and Lessee agrees to abide and to be bound by the sole decision of Coordinator as to the propriety and prohibition of the same from the Premises should any questions of propriety arise under this paragraph.

32. Default

A. In the event of the breach by Lessee of any provision of this Agreement or in satisfaction of any debt obligations on the part of Lessee to County, County is hereby given the right to take and retain possession of any personal property of Lessee that now or hereafter may be located on or within the Premises of County and to sell same, without notice, at either public or private sale.

B. In the event of such sale, proceeds shall be applied first to discharge the cost of taking possession, storing and selling the goods so seized, then towards the discharge of such debts or obligations of Lessee to County and the balance, if any, to Lessee.

C. It is expressly understood and agreed that, without prejudice to any other rights or remedies that may be available to County, in the event of the breach by Lessee of any one or more of the provisions of this Agreement, County may refuse to allow Lessee to take possession of the Premises or, if Lessee is already in such possession, may stop and prohibit all activities of Lessee on the Premises and oust Lessee there from.

D. Neither the County nor its Coordinators, agents, employees or servants shall be responsible to Lessee for doing any or all such things authorized by this paragraph. Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

33. Parking

Parking lots for the purpose of parking vehicles are included in the Premises lease. If parking lots are leased for the purpose of exhibit or event presentation, separate fees will be assessed. Unless otherwise specifically provided herein, parking space is included in the Premises leased to Lessee. Nothing herein shall be construed as precluding County from charging for parking of vehicles of patrons attending the activities or Event presented by Lessee hereunder.

34. Promotions; Trademarks

A. Lessee shall be responsible for the procurement and payment of all promotion and advertisement pertaining to the Event; provided, however, that all of Lessee's advertising will be factual and truthful and will include, without limitation, accurate information as to show times and ticket prices.

B. Lessee shall not advertise directly or indirectly that County is the promoter or co-promoter of the Event nor is in any way responsible for the Presentation of the Event other than in providing the location thereof. Advertisements and information shall not list a County facility or staff phone number.

C. Lessee may as authorized by the County to exhibit prominently the County's registered service mark logo, in such colors and configuration as County directs, on all printed material regarding the Event, including, without limitation, all printed advertising, posters, flyers, billboards, discount ticket distributions and the like; provided, however, that use and exhibition of said logo by Lessee shall not operate to create or entitle Lessee to any proprietary rights in said service mark, color schemes or design. As part consideration for the use of County's logo, Lessee agrees to present the Event in a first class manner and to maintain such high quality throughout the term of this Lease.

35. Complete Agreement

This Lease contains a complete expression of the agreement between the parties on the subjects herein set forth and there are no promises, representations or inducements except such as are herein provided.

36. Limitations on Lessee's Interests

Lessee's interest herein is limited to that of a tenant for the specified term only and nothing herein shall be construed to create an ownership or other interest in Lessee regarding the Premises or County's facilities.

37. Support Services and Personnel

The Lessee shall arrange and pay for all support services, including but not limited to, decorations, signs (subject to the Coordinator's approval or rejection), booth equipment, musical instruments and musicians, and radio, television services, production personnel and security. All contractors and personnel providing these services are subject to the approval or rejection of the Coordinator or his designee.

38. The terms of this Agreement do not in any way bind, obligate or require the County to reserve a subsequent time or date for any event to be sponsored by the Lessee not covered by this Agreement.

39. Any matters not expressly covered by this Lease or applicable rules and regulations adopted by the County shall be determined at the sole discretion of the County Administrator. Any matter not herein expressly provided for shall be decided by the judgment of the County through the County Administrator and such decision shall be binding upon Lessee.

40. Interpretation; Venue

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justifiable in federal court.

41. Dispute Resolution

Any disputes related to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Lessee and the County. Any dispute, which is not resolved by mutual agreement, shall be decided by the County Administrator or

designee who shall reduce the decision to writing. The decision of the County shall be final unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

42. Mediation

Prior to initiating any litigation concerning this Agreement, the parties agree to submit the disputed issue(s) to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue(s).

43. Antitrust Assignment

The Lessee and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Lessee assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

WITNESSES:

(1) _____

(2) _____

LESSEE: FORT PIERCE UTILITIES AUTHORITY

BY: _____

PRINT NAME: _____

TITLE: _____

TELEPHONE NO: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____

Fort Pierce Utilities Authority Attorney

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS

ST. LUCIE COUNTY, FLORIDA

WITNESSES:

(1) _____

(2) _____

BY: _____

PARKS, RECREATION AND FACILITIES

EXHIBIT "A"



ESTIMATE OF FEES

VENUE: Museum Pointe Park Pavilion

PHONE: 772-462-1456

Fax: 772-462-2103

Estimate Date: March 3, 2020

Event Date(s): April 4, 2020

Event Day: Saturday

Event: Company Picnic

Set Up/Load In: 9:00am

No. of Attendees: 250

Event Times: 9:00am - 5:00pm

Contact Name: Jann Widmayer

Break Down/Load Out: 5:00pm

Total Event Hours: 8

Admission: None

Organization: Ft. Pierce Utilities Authority

Address: 206 S 6th Street
Fort Pierce, FL 34950

Office Phone: 772-466-1600

Fax:

Cell:

Email: jwidmayer@fpu.com

Facility Use Fee - Museum Pointe Park	Rate	Fee
Museum Pointe Park	8 hour block @ \$101.00	\$ 101.00
Total		\$ 101.00
Sales Tax 7%		T/E
Total		\$ 101.00
*Equipment Use Fees - TBD		
* Bleachers	\$350.00 per set, Available - 7	Sub-Total TBD
* Press Box	\$102.00 per day used	TBD
* Stage	\$555.00 per event	TBD
Sales Tax 7%		
EQUIPMENT USE FEE TOTAL		\$ -
*Staff/Personnel (Does not include cost of any required security personnel)		
STAFF FEE TOTAL		\$ -
*Other Fees		
SECURITY DEPOSIT TOTAL		\$ 50.00
TOTAL ESTIMATED CHARGES		\$ 151.00

Other Requirements include but are not limited to:

1. 50% Deposit with signed Facility Use Agreement, Required Documents to Confirm Reservation. Balance due and all Required Documents due no less than 30 days prior to event to avoid cancellation.
2. Comprehensive General Liability Insurance Certificate for \$1,000,000 per occurrence, \$2,000,000 aggregate in name of Applicant and naming St. Lucie County BOCC, 2300 Virginia Ave, Ft. Pierce, FL 34982 as an additional Insured.
3. Proof of Security (St. Lucie County Sheriff's Department)

Estimate Prepared by: Crissy Elliott

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/9/2020

Department: 32 - Information Technology Svcs

Board Meeting Date: 03/17/2020

Item Type: Contract Agreement

Subject: Network and Systems Consulting Services

Recommendation:

Approve the Contract with United Data Technologies, Inc., of Miramar, Florida, in the amount of \$7,290.40 for Network and Systems Consulting Services, for the period from March 18, 2020 to February 10, 2021, with four one-year renewal options.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: CISNEROS, JAVIER Mar 9 2020 9:29AM

Director of Finance: MIKA, BARBARA A. Mar 9 2020 11:30AM

Director of Utilities: TOMPECK, JOHN K. Mar 9 2020 11:56AM



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities
THROUGH: Javier Cisneros, P.E., Director of Utility Support Services
FROM: Thomas A. Fryar, I T Services Manager
DATE: March 09, 2020
SUBJECT: Network and Systems Consulting Services

RECOMMENDATION:

Approve the Contract with United Data Technologies, Inc., of Miramar, Florida, in the amount of \$7,290.40 for Network and Systems Consulting Services, for the period from March 18, 2020 to February 10, 2021, with four one-year renewal options.

SUMMARY/SUPPORTING INFORMATION

These engineering services are needed to support FPUA and FPUAnet networking and server systems. The Contract covers both remote and on-site engineering services, such as installation and testing of new appliances, integration with vendor or customer equipment, optimization and verification of system configuration, and troubleshooting of existing equipment.

ALTERNATIVES (IF ANY):

Not approve. This is not recommended as engineering support is needed for the continued successful operation of FPUA and FPUAnet networking and server systems.

ATTACHMENTS:

FPUA Contract

**FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
NETWORK AND SYSTEMS CONSULTING SERVICES**

Contract is made between Fort Pierce Utilities Authority (FPUA) and Untied Data Technologies, Inc., of the City of Miramar, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2

Contractor is hereby contracted with to perform the following services: network and systems consulting services in accordance with Contractor's Quote No. AAAQ44369 and Professional Services Agreement (Attachment B) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract. In the event of a conflict between the terms of this Contract and the terms and conditions of the Contractor's Quote and Professional Services Agreement in Attachment B the terms of this Contract shall take precedence and control.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: Various FPUA sites.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Network and Systems Consulting Services, Quote No. AAAQ44369 job.

Section 5

Contractor shall be paid by FPUA in the following manner: per job and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total job price: not to exceed \$7,290.40 (seven thousand two hundred ninety dollars and no cents) on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence on March 18, 2020 and end on February 10, 2021. There shall be four (4), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster or other emergency event.

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and

Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
 - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at

FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

- A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
- F. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for

\$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the foregoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

G. 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 PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA 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;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

H. Trade Secret or Confidential Material. If Contractor considers any information related to this Contract or the services to be provided FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection

to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

UNITED DATA TECHNOLOGIES, INC.

BY: _____
Signature/Officer of Firm (Manual)

Name (Typed or Printed)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by

_____, _____, of _____
Officer of Firm Title Name of Firm
a _____ corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced _____
as identification.

Notary Public

My commission expires: _____

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

Secretary
(FPUA Seal)

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

ATTACHMENT A
REQUIRED LIMITS OF INSURANCE
FOR
FORT PIERCE UTILITIES AUTHORITY
TYPE IV

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	(Each Accident)
	\$1,000,000	(Disease-Each Employee)
	\$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Expense (any one person)	\$Nil
Damage to Rented Premises (ea. occurrence)	\$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II of the latest occurrence edition of the standard Business Auto Coverage (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without restrictive endorsements other than mandatory endorsements under an ISO filing. Coverage shall include all owned, non-owned and hired autos used in connection with this Contract.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
-------------------------------------------------------------------------	-------------

Professional Liability - Such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Claim/Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000

Cyber Liability & Data Storage - Such insurance shall be on a form acceptable to FPUA and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Cyber Extortion Coverage
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within five years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The Cyber Liability coverage may be included as part of the Professional

Liability coverage required herein. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on the policy.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Claim/Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:

Fort Pierce Utilities Authority and its board members, officials, officers and employees

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpu.com

ATTACHMENT B



United Data Technologies
 2900 Monarch Lakes Blvd Suite 300
 Miramar FL, 33027
 Tel: (954) 308-6000 Fax:
www.udtonline.com

Quotation No AAAQ44369
Date: Thursday, January 30, 2020
Quoted by Terry Chandler
 terry.chandler@udtonline.com
Tel: **Fax:**

Quote For:
 Fort Pierce Utilities Authority
 Doug Pupard
 206 S 6th Street
 Fort Pierce, FL 34950

Ship To:
 Fort Pierce Utilities Authority
 Doug Pupard
 206 S 6th Street
 Fort Pierce, FL 34950

Tel: (772) 466-1600 **Fax:** **dpupard@fpu.com** **Terms:** Net 45

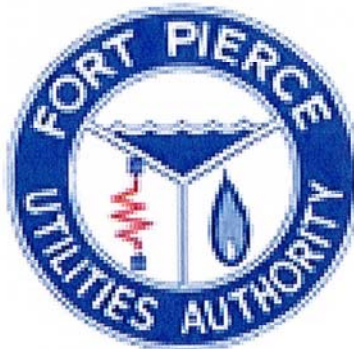
Quotation No: AAAQ44369 for Doug Pupard dpupard@fpu.com

Line	Qty.	Part Number	Description	Price	Extended Price
1			Block of Professional Service Consulting with Non-Critical Response Times or SLAs Examples: Consulting for Optimization, Verification, Augmented Support Please see SOW for details of agreement		
2	40	GSA 132 51	UDT services per hour - Senior systems engineer Contract GSA Schedule GS-35F-538GA; reference SIN 132 51 - Information Technology Professional Services To be invoiced as used Remote - One hour minimum per request (No partial hours) Onsite - Eight hour minimum	\$182.26	\$7,290.40
3			Please make PO payable to UDT, 8825 NW 21st Terrace, Doral FL 33172 Email to: psinsidesales@udtonline.com or FAX: 305-882-0436		
4			Account Manager: Terry Chandler 407-830-1029 terry.chandler@udtonline.com Inside Sales Partner: Jason Motter 786-364-6012 jason.motter@udtonline.com		



Professional Services
Time & Materials Agreement

Prepared for
Fort Pierce Utilities Authority
FPUA - Long Term Network PS T&M



Created: 1/30/2020 5:15 PM
Revision 1. 3.1



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This Services Agreement (“Agreement”), effective as of February 10, 2020 (“Effective Date”) by and between United Data Technologies, Inc. (“UDT”) with its registered office address at 2900 Monarch Lakes Blvd, Ste. 300, Miramar, FL 33027 and Fort Pierce Utilities Authority (“Client”) with its registered office address at 206 S. 6th Street, Fort Pierce, FL 34950 (each a “Party” and together the “Parties”). The UDT IT Professional Services being provided under this Agreement will be performed pursuant and subject to the Terms and Conditions under UDT’s GSA Schedule 70, Contract GS 35-538GA.

1. CONTACTS

Client Contact Information		UDT Contact Information
Name:	Doug Pupard	Terry Chandler
Title:	IT Services Network Supervisor	Public Sector Account Manager
Email:	dpupard@fpua.com	tchandler@udtonline.com
Address:	206 S. 6th Street Fort Pierce, FL 34950 USA	9436 Southridge Park Court, Ste 800 Orlando, FL 32819
Phone:	(772) 466-1600	(407) 830-1029

2. SUMMARY/SCOPE:

Block of Professional Service Consulting with Non-Critical Response Times or SLAs
Examples: Consulting for Network Systems Engineering Services

UDT services per hour - Senior Systems Engineer

Contract GSA Schedule GS-35F-538GA; reference SIN 132 51 - Information Technology Professional Services

- To be invoiced as used – one (1) hour minimum per request (No partial hours)
 - 1 hour minimum for remote work
- Eight (8) hour minimum for on-site work

2.1. Project Location(s): 206 S. 6th Street, 1701 South 37th Street, Fort Pierce, FL 34950 USA or Remotely

This Agreement is effective for a term of one (1) year from the Effective Date. This Agreement shall terminate upon expiration unless renewed by written agreement by both Parties.

3. OUT OF SCOPE:

UDT is responsible only for performing the Services described in this Statement of Work. Services outside the scope of this Agreement include, but are not limited to:



4. CLIENT RESPONSIBILITIES:

5. BILLING SCHEDULE AND PAYMENT TERMS

5.1. Time and Materials

UDT Services will be provided on a time, materials, and expense basis. The estimate provided is a good faith estimate, but may be exceeded. If additional hours are required, the client will be notified prior to any additional work is performed in excess of this Agreement. UDT will invoice the Client on a monthly basis for the hours used.

Hours Estimate	40.00
Hourly Rate	\$182.26
Total	\$7,290.40

Materials are billed upon delivery upon destination. All other out of pocket expenses, including reasonable transportation, meals and lodging expenses incurred to perform any of the services outlined hereunder are billed on a monthly basis as incurred.

Upon completion of the services, UDT shall send an invoice to the Client along with a Completion Form. Client has five (5) business days from receipt of the Completion Form to sign and return the Completion Form to UDT. Client's signature of the Completion Form, or Client's failure to return the form within five (5) Business Days, signifies Customer's acceptance that the Services have been performed in accordance with this Agreement.

5.2. Payment Terms

All invoices are due and payable net forty-five (45) days from the date of invoice as per State of Florida statute 218.73 unless negotiated otherwise in writing by the Parties. UDT reserves the right to charge Client a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on Client's current outstanding balance. In addition, UDT, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services and refuse additional AGREEMENT and Change Request Orders until UDT's receipt of all overdue amounts. UDT shall have no liability to Client for any such suspension or termination of the Services or for its refusal of additional Agreements. UDT further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection. **Payment terms are subject to UDT credit and financing approval.** If Client elects to pay for the Services by using a Credit Card, Client shall provide UDT with valid and updated credit card information. If Client provides credit card information to UDT, Client authorizes UDT to charge such credit card for all Services listed in this Agreement, unless otherwise agreed to in writing by the Parties.

6. SCHEDULING AND WORK HOURS

UDT consulting services will be performed between 8:00am and 5:00pm (local time), except for UDT holidays, unless after-hours or weekend work is requested or required. If UDT is providing Staff Augmentation resources under this Agreement, all time worked in excess of forty (40) hours per week shall be billed at a rate of time and one-half (1.5X) the hourly rate set forth herein.



7. CHANGE REQUEST PROCESS:

If the parties wish to change or modify an existing Agreement, they shall execute a written statement that references the specific Statement of Work by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Exhibit A (a “Change Order”). No changes to a Statement of Work shall become effective until both parties have mutually agreed upon and executed the Change Order Form. When charges are necessary in order to analyze a change, UDT will provide a written estimate and begin the analysis on written authorization from the Client. The terms of a mutually agreed upon Change Request will prevail over those of this Service Agreement or any previous Change Request Form.

8. SIGNATURES

This Agreement may be executed by the Parties in counterparts which together shall constitute one and the same agreement among the Parties. A facsimile and/or electronic signature shall constitute an original signature for all intent and purposes.

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.

Client

UNITED DATA TECHNOLOGIES, INC.

Name: [signatures are on signature page]

Name: [signatures are on signature page]

Title:

Title:

Signature

Signature:

Date:

Date:



Exhibit A: Change Order Form

Requested on "DATE"

Client Name:	
Project Name:	Project Sponsor:
Project Number:	Requestor:
Project Ticket #	High <input type="checkbox"/> Med. <input type="checkbox"/> Low <input type="checkbox"/>
Description of Change:	
Reason for Change:	
Ramifications of Change: Schedule <input type="checkbox"/> Staffing <input type="checkbox"/> Other <input type="checkbox"/> (explain ramifications below)	
Estimated Cost: \$	
UDT Responsibilities	

Response to Change Request

UDT Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Cancelled <input type="checkbox"/>	Client
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:



Exhibit B: Letter of Completion Form

Date _____

[Customer]
 Address _____

Certificate of Completion of Services
RE: Reference Agreement No. and/or Purchase Order Number

Dear [Customer]

Pursuant to Agreement Number: ##### between **UDT** ("UDT") and, UDT hereby certifies, by the signature below or electronic signature, as applicable, of its authorized representative, that the services described below and pursuant to the Agreement has been completed on the date indicated below and in accordance with the terms of the Agreement.

Services #	Services Description	Service Completion Date	Invoice Amount (USD)
1.	Completion of		
	Total:		\$

Client Purchase Order No. or Reference Agreement No.	UDT Sales Order Number

- Total Invoice Amount of Services Completed: \$ _____
- For services that are broken down into phases, is this the last Milestone Completion Certificate? (Yes/No): _____
- has **five (5) Business Days** from the receipt of this letter to sign and return this letter to UDT.
- 's signing of this Letter of Completion, or 's failure to return this letter **within five (5) Business Days**, signifies Customer's acceptance that Services listed above have been performed according to this Document.
- shall not delegate the task of accepting or assessing completion of the services.

UDT

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

3/6/2020

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 03/17/2020

Item Type: Contract Agreement

Subject: Pole-Mounted Capacitor Banks

Recommendation:

RFP 20-18: Accept the Proposal and approve the Contract for the purchase of three (3) pole-mounted capacitor banks from Wesco Distribution Inc. (Wesco), of Orlando, Florida, in an amount not to exceed \$20,487 annually. This Contract will commence upon written notice to proceed and end upon final delivery and acceptance by FPUA, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: JAKUBCZAK, PAUL A. Mar 5 2020 2:21PM

Director of Finance: MIKA, BARBARA A. Mar 5 2020 5:07PM

Director of Utilities: TOMPECK, JOHN K. Mar 6 2020 3:00PM

Fort Pierce Utilities Authority



Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Paul A. Jakubczak, P.E., Director of Electric & Gas Systems

FROM: Joseph L. Lammers, P.E., Supervising Engineer

DATE: March 06, 2020

SUBJECT: Pole-Mounted Capacitor Banks

RECOMMENDATION:

RFP 20-18: Accept the Proposal and approve the Contract for the purchase of three (3) pole-mounted capacitor banks from Wesco Distribution Inc. (Wesco), of Orlando, Florida, in an amount not to exceed \$20,487 annually. This Contract will commence upon written notice to proceed and end upon final delivery and acceptance by FPUA, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

Pole-mounted capacitor banks operate to enhance power system efficiency and reduce system losses; application of the pole-mounted capacitor banks will optimize system performance and reduce the electric power cost for FPUA. These devices can be operated automatically or remotely. Staff proposes to purchase new pole-mounted capacitor banks to place on power poles for increased power system performance and quality.

The Request for Proposal (RFP) was uploaded to DemandStar on November 27, 2019 and was advertised on December 4 and 11, 2019, with the opening at January 16, 2020. The RFP was sent to 208 vendors; nine (9) vendors requested specifications with five (5) responding, resulting in a 56% response rate. Of the five (5) responding proposals, none were local vendors. A recommendation was received from the Electric & Gas Systems Supervising Engineer to request authorization from the Board to accept the best evaluated proposal from Wesco who demonstrated very high qualities in all categories of the evaluation.

ALTERNATIVES (IF ANY):

Do not accept proposal and go back out for RFP. This is not recommended because the vendor selected is very well suited for our proposed use.

ATTACHMENTS:

Proposal Tabulation
FPUA Contract

**FORT PIERCE UTILITIES AUTHORITY
TABULATION OF PROPOSALS**

Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

RFP ON:	POLE-MOUNTED CAPACITOR BANKS
RFP NUMBER:	20-18
DATE/TIME:	January 16, 2020 @ 3:30 PM
RECOMMENDED AWARD:	Award: Wesco Distribution, Inc.

RESPONSE
5 of 5 = 100%
0 "No Bid"
Total = 100%
Local: 0 of 5 = 0%

POLE-MOUNTED CAPACITOR BANKS					
VENDOR	SPARE PARTS LIST PROVIDED	UNIT PRICE	TOTAL PRICE	ANNUAL PRICE	RANK
Wesco Distribution, Inc. Pittsburgh, PA / Orlando, FL	YES	\$6,829.00	\$102,435.00	\$20,487.00	1
Gresco Supply Inc. Forsyth, GA / Wildwood, FL	YES	\$8,476.00	\$127,140.00	\$25,428.00	2
Anixter Inc. Glenview, IL / Orlando, FL	YES	\$7,906.00	\$118,590.00	\$23,718.00	3
Stuart C. Irby Company Jackson, MS / Lake Mary, FL	YES	\$9,946.50	\$149,197.50	\$28,839.50	4
Electric Supply of Tampa, Inc.* Tampa, FL	NO*	\$5,932.64*	\$88,989.60*	\$17,797.92	Rejected

*Rejected for non-compliance

**FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
POLE-MOUNTED CAPACITOR BANKS**

Contract is made between Fort Pierce Utilities Authority (FPUA) and Wesco Distribution, Inc., of the City of Pittsburgh, State of Pennsylvania, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2

Contractor is hereby contracted with to perform the following services: supply vacuum-switched, pole-mounted capacitor banks in accordance with RFP No. 20-18 appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: Energy Services Center, Materials Management, 1701 S 37th St., Fort Pierce, FL.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Pole-Mounted Capacitor Banks, RFP No. 20-18 job.

Section 5

Contractor shall be paid by FPUA in the following manner: per delivery and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received.

Total job price: not to exceed \$20,487.00 (twenty thousand four hundred eighty-seven dollars and no cents) annually on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the

premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in the Specifications defined in section 2 above. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence o upon written Notice to Proceed and end upon final delivery and acceptance by FPUA. There shall be four (4) one (1)-year renewal options, Contractor may request and FPUA may consider adjustments based on the following events: (1) an increase of 5% or more in raw material costs; (2) fuel surcharge of 3% or more; (3) decrease of 3% or more on the exchange rate. Raw materials are defined herein as including: (i) aluminum foil; (ii) polypropylene film; (iii) dielectric fluid; (iv) stainless steel; and (v) porcelain bushings. If FPUA does not accept such a revised price, the Contract may be cancelled at that time by either of the two parties without liability upon written notice to the other. This Contract will remain in effect in the event of a natural disaster or other emergency event.

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when

termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
 - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or

others, may immediately terminate the performance of Contractor, in whole or in part at FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

- A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

WESCO DISTRIBUTION, INC.

BY: [Signature]
Signature/Officer of Firm (Manual)

JESSE MORE'
Name (Typed or Printed)

TITLE: BRANCH OPERATIONS MANAGER

STATE OF: FLORIDA

COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me this 27 day of FEB, 2020, by

JESSE MORE', BRANCH OPERATIONS MANAGER of WESCO DISTRIBUTION, INC
Officer of Firm Title Name of Firm

a FLORIDA corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced LICENSE
as identification.

[Signature]
Notary Public

My commission expires: 2-21-23

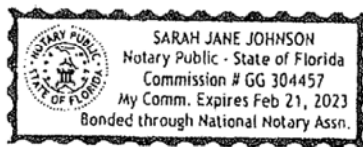
ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____



APPROVED AS TO FORM & CORRECTNESS:

BY: [Signature]
Fort Pierce Utilities Authority Attorney