AGENDA***
VIRTUAL WEBEX MEETING
REGULAR MEETING
OF THE UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA
TO BE HELD TUESDAY, MAY 26, 2020, AT 3:00 P.M.
200 CANAL STREET, DEBERRY ROOM, 3RD FLOOR
NEW SMA MYRNA BEACH, FLORIDA
Webex Meeting Number/Access code: 791 380 880
Phone +1-510-338-9438

Facilitator – Provide Virtual Webex Meeting Instructions – Director of Central Services/B. Pitcher

Pledge of Allegiance and Invocation – Chairman Biedenbach

ROLL CALL

1. Agenda Changes, Additions and Deletions

2. Public Participation* (Virtual) – *Facilitator – Director of Central Services – B. Pitcher
(Virtual Meeting Viewing Instructions and Public Participation Options Posted on UCNSB website –
www.ucnsb.org and on the doors at 200 Canal Street, includes public participation form
w/ Webex call-in number and additional U.C. staff contact info.)

**3. Approval of Consent Items
      No. 791 380 880) (U.C. and State Requirements)
   b. ✓ ITB No. 22-20 – Electric Transformers (Polemount and Padmount) - (Recommend Awards
to Gresco and Wesco) - M. Mines (U.C. and State Requirements)
   c. ✓ Project Approval – 5th Street Bridge Replacement and Including Amendment No. 1 to
      Contract 1 Between DRMP, Inc. and UCNSB – J. Couillard (U.C. and State Requirements)
   d. ✓ Ratification of Emergency Repair – South Riverside Drive Force Main Replacement
      Project (Force Enterprises Inc.) – J. Couillard (U.C. and State Requirements)

4. General Manager’s Report – J. Bunch
   a. Financial Status – April 2020 – E. Chavez
   b. Balanced Scorecard and Enterprise Metrics – April 2020 – E. Chavez
   c. COVID-19 Customer Billing – Collection Processes – E. Chavez and D. Wood
   d. FL PSC Hurricane Preparation Workshop – UCNSB Presentation – J. Bunch

5. Commission Counsel's Report – General Counsel
   a. ✓ Restated, Amended Communications Site Lease Agreement - SpectraSite Communications,
      LLC dba American Tower Corporation – T. Cloud
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6. Old Business

7. New Business

8. Possible Other Business - Time for Commissioners

✓ A Check Mark Indicates Items For Which Commission Approval Has Been Requested On This Agenda
Please Note B Most Discussion Items Will Not Have Documentation, Will Be Listed On Agenda Only

** Consent items to be approved as recommended or accepted as appropriate without further comments unless discussion is requested by Commissioner.

*** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the Utilities Commission, City of New Smyrna Beach, Florida, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the Utilities Commission in accordance with the full cost to reproduce such transcriptions and copies.

*** In accordance with the American with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact the individual or agency sending this notice as soon as possible but no later than two days prior to the proceeding at the address given on the notice.
Minutes of Regular U.C. Meeting Held 4-27-20

SUMMARY:
Presenting detailed transcription of public meeting minutes for Regular U.C. Meeting held 4-27-20.

(Note - Due to emergency declarations associated with COVID-19 and in accordance with UCNSB Resolution No. 2020-06 and extended by 2020-07, this Commission Meeting was held virtually - via Webex)

RECOMMENDED ACTION:
A motion to approve the minutes of the Regular U.C. Meeting held 4-27-20.
4-27-20 Webex Meeting Instructions:

After assisting and confirming connectivity to the Webex meeting, Mr. Bunch indicated he would be turning the meeting over initially to Mrs. Pitcher, the assigned Meeting Facilitator, to walk over the instructions and then we would get the flow of the meeting going.

Mrs. Pitcher stated good afternoon, this open meeting of the Utilities Commission of New Smyrna Beach is being conducted remotely consistent with the Governor’s Executive Order 20-91, Essential Services and Activities during the COVID-19 Emergency. To mitigate transmission of the virus and reduce risk of COVID-19 illness we have been advised and directed to suspend public gatherings and as such, the Governor’s Order suspends the requirement of the Sunshine Law to have all meetings in a publicly accessible physical location. Further all members of public bodies are allowed and encouraged to participate remotely. The Order, which you can find posted with agenda materials for this meeting, allows public bodies to meet entirely remotely so long as reasonable public access is afforded so that the public can follow along with the deliberations of the meeting. Although this meeting is virtual, it will accommodate public participation as usual. Only members of the public who wish to engage in the public participation segment of this meeting will be required to identify themselves. For this meeting, the Utilities Commission is convening by video conference via Webex and streaming the meeting live on Facebook. The meeting instructions are posted on the U.C.’s website identifying how the public may join and participate. Please note that recording of this meeting is in process. The agenda is posted on our website and will be presented through video during this meeting.

Mrs. Pitcher continued by stating before we proceed with the posted agenda permit me to cover some ground rules for effective and clear conduct of our business and to ensure accurate meeting minutes. Commissioners – the Chairman will introduce each section and each speaker on the agenda. After they conclude their remarks the Chairman will invite each Commissioner by name to provide any comments, questions, or motions. Please hold until your name is called. Further, please remember to mute your phone or computer when you are not speaking. And please remember to speak clearly and in a way that generates accurate minutes. For any response, please wait until the Chairman yields the floor to you and state your name before speaking. If Commissioners wish to engage in discussion with other members, please do so through the Chairman, making sure to identify yourself. UCNSB staff – The Chairman or CEO will refer to you specifically if comment is required. Please keep your phone or computer muted when you are not speaking. Please speak clearly and remember to identify yourself by name and title before speaking. Members of the Public – Public participation will be moderated by the Meeting Facilitator. The Facilitator will afford public comment as follows: The Facilitator will first ask members of the public who are on the line and wish to speak to identify their names and addresses only. Please do not proceed with your comments at that time. After obtaining all names, the Facilitator will proceed by introducing each participating member one at a time. You may proceed with your comments when your name is called. Once your time is complete, please mute your line. After
4-27-20 Webex Meeting Instructions (cont.):
participation of the public on the line, comments previously received will then be read into the record by the Facilitator. Mrs. Pitcher then turned the meeting over to Mrs. Simmons.

Mrs. Simmons introduced herself and title of Recording Secretary, requested as a preliminary matter to confirm all members and persons anticipated on the agenda are present and can hear. Commission, when I call your name please respond in the affirmative. After some connectivity difficulties were resolved, all of the Commissioners were confirmed in attendance. Mrs. Simmons also confirmed all but one Director in attendance as shown below:

Commissioner Lee B. Griffith
Commissioner Jack Holcomb
Chairman William E. Biedenbach
Commissioner Lillian Conrad
Commissioner James Davenport

Others in attendance were as follows: J. Bunch, General Manager/CEO; E. Chavez, Director, Finance/CFO; J. Couillard, Director, Engineering; M. Mines, Director, Electric Ops.; B. Pitcher, Director, Central Services; T. Beyrle, Director, System Ops.; B. Keehn, Director, Information Technology; E. Fisher, Communications Coordinator/RMLO; D. Simmons, Exec. Services Mgr./Recording Secretary; General Counsel Thomas Cloud Esquire – Gray | Robinson Attorneys at Law; and a few unidentified WEBEX/call-in participants.

Mrs. Pitcher stated this concludes our introductions, if you’ve not already done so please mute your line. Mr. Chairman I concede the floor, please unmute your line and proceed with the posted agenda.

Chairman Biedenbach stated all right, we’re going to start with the Pledge of Allegiance and the Invocation. Mr. Bunch is going to lead us in both of those.

At the conclusion of the pledge and invocation, Chairman Biedenbach requested a second roll call to be taken to confirm the attendance of the Commissioners – all Commissioners were confirmed in attendance.

(1) Agenda Changes, Additions and Deletions:

Chairman Biedenbach asked Mr. Bunch if he had any agenda changes additions or deletions to the agenda.

Mr. Bunch indicated he had none.

Prior to the meeting an item was added to the agenda - Add-On Item 7-a. This item was a Resolution added by General Counsel and the Director of Finance to extend the U.C.’s emergency declarations approved last month and expiring today, and to support the proposed modification/reduction of the U.C.’s FPPCAC.
(2) Public Participation:

Chairman Biedenbach then confirmed and proceeded to turn the meeting back over to Mrs. Pitcher, the Meeting Facilitator, to handle the virtual public participation portion.

Mrs. Pitcher stated we will now proceed with the public participation segment of our meeting. In just a moment I will ask anyone on the line who wishes to speak to identify themselves. Do not proceed with your comments or questions at that time. Only name and address should be stated. If you are on the line and wish to speak, you may now unmute your phone by pressing star six. Or on your computer, click the microphone icon at the bottom of the screen. Please state your name and address only. She then stated it sounds like we have none. Hearing that, this concludes public participation. She also added we had no comments come in prior to the meeting. Chairman?

Chairman Biedenbach thanked Mrs. Pitcher and confirmed the closing of public participation.

(3) Approval of Consent Items:

Chairman Biedenbach then stated okay, we now have the approval of the consent items, items a. through i., and asked if any of the Commissioners wanted anything pulled. He confirmed with each Commissioner and then stated hearing none, I need a motion to approve and a second please.

Commissioner Davenport made a motion to approve all the consent items; specifically a motion to approve item 3-a. Minutes of Public Hearing and Regular U.C. Meeting Held 3-23-20 (held via Webex Mtg. No. 795210767) as submitted; item 3-b. Ratification of Amended Six-Month Extension Amendment – Annual Tree Trimming Services (The Davey Tree Expert Company), ratify amended amendment in the amount of $320,647.00 for the period of 3-1-20 to 6-30-20 as detailed in the agenda item summary and as attached to the item; item 3-c. Barracuda Bridge Utility Improvements Project and including Task No. 4 to Tetra Tech, Inc.), approve for an overall project amount of $2,432,685 (water - $1,066,000; wastewater - $1,076,685; and electric - $290,000), and including the ratification of Task No. 4 in the amount of $68,042 to Tetra Tech, Inc. and authorization for the GM-CEO or his designee to execute all documents associated with this project; item 3-d. Portable Trailer Mounted Generators for Remote Wellfields (Two) and Lift Stations – (Recommend Award under FL Sheriff Assoc. Bid – FSA19VEH17.0, spec. #107 to Mid Florida Diesel / Bartow, FL), for the Western and Samsula Wellfields and for Lift Stations, with award to Mid Florida Diesel in the amount of $179,000, with labor and materials supporting on-site connections; for a total project approval of $190,000; item 3-e. Ratification - ITB #08-20 – Sugar Mill Electric Upgrade Directional Bore (Recommend Award to B&B Underground & Drilling, Inc.), ratification of the awarded contract to B&B Underground & Drilling, Inc. in the amount of $547,694.00. The previous project authorization was referenced in the agenda item summary and restated the GM-CEO’s execution of all associated project documentation was ongoing; item 3-f. Lift Station No. 5 Reconstruction and Rehabilitation in System 5 Project with Task Authorization No. 5 to Tetra Tech, in the amount of $118,734.00 and a total project budget of $1,890,000 which includes the Gravity Sanitary Sewer Rehabilitation in System 5, and authorization for the GM-CEO or his designee to execute all of the associated project documents; item 3-g. Lift Station No. 12 Reconstruction and Rehabilitation in System 12 Project with Task Authorization No. 6 to Tetra Tech in the amount of $95,557.00 and a total
(3) Approval of Consent Items (cont.):

project budget of $1,860,000 which includes the Gravity Sanitary Sewer Rehabilitation in System 12, and authorization for the GM-CEO or his designee to execute all of the associated project documents; item 3-h. Field St. Capacity Bank Project and ITB #07-20 – Field Street Capacitor Bank Addition (Recommend Award to Sayers Construction, LLC), approve a total Project budget for FY20 and FY21 in the amount of $917,055.00 and approve award of ITB#07-20 – Field Street Capacitor Bank Addition to the lowest evaluated bidder – Sayers Construction, LLC in the amount of $773,624.98, and authorization for the GM-CEO or his designee to execute all documents associated with this project; and item 3-i. Glencoe Wells 2 and 3 Upgrade Project and including Task Authorization No. 10 - CPH, Inc., approval of the overall project in the total amount of $273,000.00 and including Task Authorization No. 10 to CPH, Inc. in the amount of $89,545, and authorization for the GM-CEO or his designee to execute all documents associated with this project.

Commissioner Conrad seconded the motion.

Chairman Biedenbach stated regularly moved and seconded, is there any discussion? Hearing none then requested for a roll call vote to be taken on the motion.

Commissioner Davenport’s motion then passed unanimously on a roll call vote.

(4) General Manager’s Report:

(4-a) Financial Status – March 2020:
And

(4-b) Balanced Scorecard and Enterprise Metrics – March 2020:

Chairman Biedenbach stated very good, financial status, Mr. Chavez if you would come forward please.

Mr. Chavez stated okay, so for the month of March, positive change in net assets of about $300,000 driven by an increase in capital contributions and we had the AT&T pole attachment settlement that came through. On a year to date basis we had a positive change in net assets of $1.4M driven by lower operating expenses and the one-time AT&T pole attachment offset by slightly lower revenues. March 2020 capital expenditures were approximately $1.7M which is quite a bit higher than the month before. On a year to date basis we’re at $6.2M. Just for a note, Ms. Couillard and I are preparing to come back to the Commission to provide an update on our projected year end forecast. That will be in, well in May, but it will be coming up.

Mr. Bunch stated question Mr. Chavez, the AT&T Pole Settlement that you guys worked really hard on, where do those dollars appear, is that an income revenue?

Mr. Chavez stated it is, it is a one-time revenue this month because we were able to reverse it. We ended the entries and then it was a drop to the bottom line of $275,000.

Mr. Bunch stated okay, thank you sir.
Mr. Chavez stated, and we are, just to continue on the AT&T, Mr. Cloud and I are working on a longer-term contract. We have bi-weekly meetings set up with a representative from AT&T and we expect to, we’re making progress albeit slow, but we expect to get there shortly. Next slide, please. Okay, March 2020 capital expenditures $1.7M, $0.8M of annual projects and $0.9M of major projects. And the annual projects of $0.8M, overhead and underground extensions. On the major projects, Western Utilities Complex, continued work on Smyrna Substation, and Wastewater Sanitary Sewer, Systems 10 and 11. Next slide, year to date $6.2M, $2.2M of annuals and $4M of majors. I’ll focus on the majors since they’re bigger dollars, major Western Utility Complex and Lift Station #60, transfer switch upgrade work.

Next slide, metrics for the month, we are $1.2M if you look at the very top right hand side, $1.2M under in revenue versus this time last year. But that decrease is driven by the over recovery of fuel, we’ll be talking later on in the conversation about that over recovery that we built up a significant balance, we’ll use some of that for the fuel adjustment that we’re expecting to suspend for two months; so we’ll use some of that. If you look in the middle there, purchased power, we continue to have favorability versus the prior year. We’re right now in March year to date fuel, megawatt per hour, $42.12, that’s $7.71 lower than the year before. So we’re seeing a continued, and now with the oil, the status of oil and gas, we don’t expect an uptick anytime in the near future as it relates to purchased power. If you look at the lower right corner the year to date electric and water sales are slightly higher than the prior year. We’re still seeing continued year over year customer growth - electric 3.5%, water 3.9%, wastewater 4.4%, and reclaimed 21.8%. So even though we have the COVID-19 issues occurring, we are still seeing continued usage and so favorable on that end.

Mr. Chavez continued to the next slide and stated so from a bond update standpoint. We had sent an email communication approximately a week or so ago. We did post the official statement which is the official intention to the market that we plan to issue our bonds in the near future. So we posted that, we are waiting and sitting in the market right now just to determine when the best entry point is. There’s been a little bit, just with everything going on with COVID and the oil markets the rates have been a little, kind of jumpy, but we expect them to calm down and as soon as that happens we will be ready to enter the bond market and issue our bonds. He went to the next slide and stated so Hilltop Securities when we’re ready to execute, they’ll issue or prepare a salespoint memorandum for their sales force, we’ll monitor the markets for the best entry point, which will be when we expect the lowest interest rates. We’re watching that daily with the Financing Team and we get regular updates from Hilltop Securities. At that point we will then do the refunding or refinancing of that 2013 A and B’s and we’ll issue the new capital.

Mr. Bunch stated you know it’s tough to predict Mr. Chavez but do you sense in the last couple of days of the week you’re seeing a little more stability, that it’s going favorable.

Mr. Chavez stated it’s been up and down. When we issued the official statement it was a little lower. When the oil markets hit a negative, the price per barrel and West Texas Intermediate went negative, the rates went up a little bit. So we expect, as soon as that shakes down a little bit, we expect the next couple of weeks, two to three weeks ideally, they’ll start to settle down. Mind you above 3% is still historically low, we just want to hit ideally a sweet spot below 3%.
Mr. Bunch stated okay, thank you.

Mr. Chavez went to the next slide and stated so Hilltop Securities will run an order period for a day, we’ll determine whether to accept that underwriting which really comes around price. Chairman Biedenbach, I know when we have talked, we talked about the official statement, the way the documents and the CEO can sign the bond purchase agreement since your documents have already been approved and we went to the Commission, that’s how it will proceed. We’ll give you updates as we continue. Let’s say we enter the market, the bond purchase agreement is signed, and then the bond counsel begins drafting the closing documents. He went to the next slide and stated pre-closing, the signing of the documents, close and transfer the fund two days after that. But once again waiting for the markets to calm down, then we’ll determine the best entry point. And just a quick reminder, we are leveraging these historically low bond rates, it will save the U.C. and our customers over the long term doing it now versus waiting. So we still believe this is an excellent time to refinance and issue the new ones. He then concluded by stating unless there’s any questions, that’s everything Mr. Bunch.

Mr. Bunch stated thank you to Mr. Chavez and asked any questions for Mr. Chavez.

Commissioner Conrad stated I have a question, actually it’s just out of curiosity, on the four pages that you had on the bonds, is that information any different than what we saw a month ago.

Mr. Bunch reiterated the question to Mr. Chavez, is the information any different than what was shown a month ago?

Mr. Chavez stated no, nothing, this is just kind of a quick update of where we’re at and what the next steps are.

Commissioner Conrad stated but there’s no change in the information that you’ve provided, the slides are the same right?

Mr. Bunch stated the issuance of the dollar value will be the same, correct.

Mr. Chavez stated oh, yes.

Mr. Bunch continued, just in more qualitative terms the rates have been a little above 3% or so in the last week. Mr. Chavez and the Finance Team think that dust is going to settle a little bit with a little more certainty for Coronavirus and it will be 2.9%’ish, and that will be good for us. And because we’re not desperate to finance we can be patient and wait for that to settle. So no change Commissioner Conrad, it’s just an update, we didn’t want folks to sit out there wondering what we’re doing with the bond issuance.

Mr. Chavez stated exactly, the fundamentals, everything that we’ve presented previously is the same. Now it’s just a matter of what the interest rate, until we lock the interest rate will move around.
(4-a) Financial Status – March 2020 (cont.):

Commissioner Conrad stated thank you.

Commissioner Holcomb stated Chairman Biedenbach.

Chairman Biedenbach stated yes.

Commissioner Holcomb stated and I will just say that I concur with that strategy here, being prepared but patient I think is a great approach. Obviously, we’re dealing with uncertain times but again with the ability, nobody knows where we’re going to be in 30, 60 days, I don’t think, seeing oil where it is right now, so I like our strategy of being prepared but yet being patient. And I feel very confident with the strategy and the things that I’ve heard. So I just want to comment on that because I know that people are going to see a lot of things out there, but I love our position. I love that we’ll be letting people know that we will be coming to market, and our t’s crossed and i’s dotted because when it does take hold it’s going to benefit us and so on every half point; that’s it.

Chairman Biedenbach stated thank you Commissioner Holcomb. Anybody else want to comment? Chairman Biedenbach then stated I do, Mr. Chavez, how long a window do we have to wait for this thing. Is there a time limit on that document that I signed?

Mr. Chavez stated no there isn’t. When we posted the Official Statement, 60, 90 days realistically. And our fundamentals are not, or basic financial statements have not changed. And as long as there isn’t a material change in our position the data can stay out there. Now if it were to stay out there theoretically for a year, we’d have to go back. But we don’t expect a year, in a short-term window, 60, 90, even 120 days are appropriate and okay.

Chairman Biedenbach stated I understand, thank you. Any other questions for Mr. Chavez? After confirming there were no further questions for Mr. Chavez, he thanked him for his presentation.

(4-c) Proposed Postponement of Modernization Workshop (Currently Scheduled for 5-20-20 at 1:00 p.m.):

Mr. Bunch then indicated that he would be covering item c. on section 4. We had previously scheduled the Grid Modernization Workshop on May 20th and at this point in time the Coronavirus pandemic has impacted our consultants’ ability to finalize product we had anticipated in getting in the last month to 60 days. It’s 70%, 80% done, they’ve restricted travel just like us and in some cases completely disallowed it. So at this point we’ve got drafts of all of the work products, one is pretty much final, and it will be integrated over the next couple of months. So we anticipate being able to sit down with you in a meeting, we don’t think it would lend itself to trying to do this through a teleconference, and honestly there’s no real hurry to present all of this information. So we’d rather, let’s anticipate sometime, I don’t know, sometime in July, so 60 days or so later, sit down with you. Hopefully by that time we can have a meeting where when we’re in a room, give you a chance to ask questions, present the information. So for that I’m just recommending that we approve the postponement of the workshop that I had previously scheduled for May 20th and
(4-c) Proposed Postponement of Modernization Workshop (Currently Scheduled for 5-20-20 at 1:00 p.m.) (cont.):

we would keep you advised on the progress and reach out to you for availability when we did want to schedule it. So I wanted to, Chairman, ask your approval to do that.

Chairman Biedenbach stated I have no problem with it. Do any of the other Commissioners have a problem with rescheduling? Hearing nothing, that’s fine Mr. Bunch, keep us informed. One thing, is the City okay with the delay, because I know they’re pushing or something for the boat ramp or whatever. And I forget exactly what it was, but I know the City was interested in talking to us about a combined facility on the maintenance; are they okay with the push back?

Mr. Bunch stated that study is still moving forward, in fact Ms. Couillard had a conference call last week to talk about the Williamson Boulevard alignment, Mr. Cloud participated, and that’s a component of the overall property layout. But Ms. Couillard did you want to add any commentary on how the discussion with the City and Williamson would be related.

Ms. Couillard stated yes, so we had the conference call with about 25 folks from FDOT, the County, the City, ourselves, discussing alternatives for the Williamson Road (Boulevard) going through our property. We sat and listened to everyone’s concerns and requirements and we’re pulling all that together. With respect to the boat ramp, that’s the Joint Fleet Study that we’re doing with the City, and so we had our kick off meeting where they took all the requirements from our team and from the City. And they’ve done general layouts and they’re putting together high-level budget estimates for us and the City to review and see if it’s a feasible option out at the Western Utility Complex.

Mr. Bunch stated and when do you think we’ll be able to discuss with the City and then maybe even the Commissions?

Ms. Couillard stated I expect in probably the end of May we’ll have all the data where we can all sit down and look at it and discuss it. And then after that we would, whatever the decision is, we would come and talk with everyone.

Chairman Biedenbach stated okay, but this seems to be on track at this point even with COVID-19, okay, that’s fine. Anything else Mr. Bunch?

Mr. Bunch stated no sir, that concludes the General Manager’s Report.

(5) Commission Counsel’s Report – General Counsel:

Chairman Biedenbach stated all right, that takes us to Mr. Cloud.

Mr. Cloud stated yes sir, if I may, Mr. Chavez and I have worked out the contract with American Tower, which is a cellular communications contract. It was not ready for the agenda; we want to give the Commission an opportunity to review what will be a 35-year agreement so that will come to you on the next agenda. And that will involve an increase in fees paid to the Utilities Commission so it will be a good news item but it wasn’t quite ready
(5) Commission Counsel’s Report – General Counsel (cont.):

for prime time this month. With regard to Williamson Boulevard, you did hear some earlier discussion on it. We had a new alignment introduced to us during the meeting, it is closer to the interstate interchange and staff is reviewing to determine, make sure whatever alignment is situated takes into account where we plan on putting our facilities on the property. After all this a road that the Utilities Commission does not need, it is a road that some in the community have come asking for. And so when we know more, it’ll be an appropriate time to discuss those alignments with the Commission so that you are fully and thoroughly briefed on it beforehand.

Mr. Cloud continued, the Hypower case is pretty much in the same status it’s been. With regard to JEA (Jacksonville Electric Authority) some Federal subpoenas have been handed down in that case and there’s been some speculation in the press there may be a Federal indictment in that case. That has no effect on the Utilities Commission but I know that we’ve all had some interest in how that case worked out. None of the legislation that was proposed that would have facilitated the JEA sale passed through the Legislature this year; none of it made it through.

Mr. Cloud continued, there are two final items I would mention, the first is in the bid that was awarded for the Smyrna Substation Expansion 08-19, the company that was awarded the bid has been in the process of being transferred to another company; that would be J. L. Malone being transferred to the Fishel Company. In discussions with your Engineer the staff is quite satisfied with the efforts there and would recommend to you that you authorize an approval of an assignment of that agreement, and that would be the one thing I would ask you. The extension of the emergency is covered in item 7-b., so there will be time enough to discuss that. And so, my only request is that you would authorize us to approve an assignment of the J. L. Malone Smyrna Substation Expansion agreement to the Fishel Company.

Chairman Biedenbach stated you want me to do that now sir?

Mr. Cloud stated yes sir, I would ask that the Commission to do so.

Chairman Biedenbach stated okay, I need a motion by one of the other Commissioner for what Mr. Cloud just said for an assignment. He then asked Mr. Cloud to please repeat that then whoever wants to make that motion just say so moved.

Mr. Cloud stated it would be a motion to approve the assignment of the Commission’s contract with J. L. Malone for the Smyrna Substation Expansion to Fishel (spelled this name) Company.

Commissioner Holcomb stated I’ll go ahead and make that motion.

Chairman Biedenbach stated thank you, I need a second.

Commissioner Griffith stated second.
After confirming the second was made by Commissioner Griffith, Chairman Biedenbach stated okay, it’s been moved and seconded. Does anybody want to have any discussion on this thing now that it’s on the floor. Hearing none, will you please call the roll Mrs. Simmons.

Commissioner Holcomb’s motion then passed unanimously on a roll call vote.

Chairman Biedenbach asked if Mr. Cloud had anything else.

Mr. Cloud responded no sir, thank you very much.

Chairman Biedenbach added I appreciate all your help.

(6) Old Business:

There were no Old Business items for consideration.

(7) New Business:

(7-a) Temporary Rate Reduction – Modification to Fuel and Purchased Power Cost Adjustment Clause (FPPCAC):

Chairman Biedenbach then stated I believe at this point Mr. Chavez you’re back up again.

Mr. Chavez stated okay, so in response to the COVID-19 current events and such and knowing the economic end or personal sickness and the like that’s been occurring, based on what our peers and what we thought would be best for the community and our customers we are proposing a two month suspension of the fuel and purchased power adjustment, it’s the FPPCAC. We did send an email last Wednesday summarizing the current state of our, in essence our receivables, billings, and cash collections and in that we did talk about as well the two month suspension of this fuel and purchased power adjustment. This would assist the customers for the electric portion. What we’re currently doing is just over two cents per kilowatt hour for the fuel adjustment or $22.68 per month per 1,000 kWh. What we’re recommending for the month of May and June is a suspension of that fuel and purchased power cost adjustment to go from $22.68 per 1,000 kWh to zero. Now this would help our customers and it would not materially impact the financials, it would be revenue neutral to us those two months. Currently as of March 31st we’re approximately $6.5 million in an over-recovered position. Even with this $1.3 million impact of the suspension we would still roughly end up with our fuel and purchased power adjustment at year end at about $8.5 million in an over recovered position. We don’t expect issues now or in the foreseeable future, just as we kind of indicated before the natural gas and the power markets have been flat and not increasing. So this would be great for the community, doesn’t have a material impact to our financial statements and we would still be in an over recovered conservative position at year end. Concurrently, now that we’re done, we’re through the bond and the bond feasibility study, Raftelis has started their rate study and as part of that will look at what their recommendations will be around what kind of reserve we should have around fuel and purchased power. So we believe with that we’d still have more than enough in the fuel, in the over recovery position. So what we’re asking for is your concurrence related to this two
(7-a) Temporary Rate Reduction – Modification to Fuel and Purchased Power Cost Adjustment Clause (FPPCAC) (cont.):

month suspension of the fuel and purchased power cost adjustment. I’ll pause there to see if there’s any questions, comments, or concerns.

Chairman Biedenbach asked if any of the Commissioners had any questions or comments for Mr. Chavez.

Commissioner Davenport stated I do, I think it’s a great idea, appreciate you taking this extra time, staff, to look into these types of things. I know the community will be glad too, thank you.

Chairman Biedenbach stated thank you Commissioner Davenport. Anybody else want to say anything.

Commissioner Griffith stated Chairman Biedenbach.

Chairman Biedenbach stated go ahead.

Commissioner Griffith stated I also agree with this, great call, we may need to even consider further extension. I heard over the weekend FP&L are announcing that they’re lowering rates 25%, did anybody else pick that up?

Mr. Chavez stated we did, yes, we’ve been monitoring what our peers are doing just for clarification. It worked out very well for FPL because that 25% decrease was going to occur regardless, but it worked out very well for their customers.

Commissioner Griffith stated yes, just wanted to suggest maybe some flexibility we might need a third month based on FPL; just a thought.

Mr. Chavez stated no, understood.

Mr. Bunch added that $22.68 is about a 22% reduction to the average residential bill of 1,000 kWh. So we’re pretty close to FPL we just got there by a different path by zeroing out the energy charge for the two months. And I think Commissioner Griffith we have some flexibility as well.

Commissioner Griffith stated well that’s good and I think it’s a good way to cover costs and we need to get the word out and obviously inform our ratepayers and our friends and customers and the like, you know, the balance of where we are and where we’re going.

Mr. Chavez stated and to that end what we’ll do, assuming that you know with your approval of course, we will then do a nice marketing email campaign that Mrs. Pitcher will be heading up. So that will be as soon as we move past this we will then issue that.

Mr. Bunch stated so they’ve already put together a billing insert to go out in the bills and Mrs. Pitcher and team will do some website updates, social media posts, so that and as much as we can we’ll reach out to the community and let them know we’re doing this.
Chairman Biedenbach stated go right ahead.

Commissioner Conrad asked just out of curiosity again, what was the over recovered position at the beginning of this fiscal year?

Mr. Chavez stated I’d have to go back, we were still… Mr. Beyrle would you know by any chance? I’d have to go back and look.

Mr. Bunch stated I seem to remember about $2 million Commissioner and Raftelis is going to recommend that we retain about 20% of our annual purchased power in this reserve fund and if that’s the case, historically we only kept a little bit in there. So if the market swung the other way we’d be out of pocket for a while. More than likely we’ll have a couple of million in there at the end of the year that’s over and above that if Mr. Beyrle’s and Mr. Chavez’s cash projections go as we expect. So, a. I think if we got to June and the Commission felt there was a need to extend that, that option for a small period of time we could probably do it. There’s probably going to be a little left in the reserve at the end of the year based on Raftelis’ projection, if we understand what their general approach will be.

Commissioner Conrad stated and I agree wholeheartedly with what Commissioner Griffith had stated, I would like to see us be able to have the flexibility to go forward for another month if we need to and I think it’s a great idea to do what we’re doing; certainly would make the motion to go forward with the plan to reduce.

Commissioner Holcomb stated Chairman Biedenbach.

Chairman Biedenbach stated go ahead to Commissioner Holcomb.

Commissioner Holcomb stated the reason, I want to say I like the 60 days and I absolutely agree with the compassion of the move, I think it’s great. It’s such a volatile moving target that we’re moving with, I think smaller moves like the 60 days because, you know, again we don’t even know how this phase one, phase two, and phase three coming back online works. So we might have people that, I think our circumstances might be different in June, so I think giving yourselves 60 days is pretty comfortable for sales and reassess at 60 days because of the way it’s a different meeting, a different set of circumstances. These are all things that you just can’t get so far ahead of yourself with moves because you’re going to get dealt a new set of circumstances probably tomorrow or next week. So, I love the move, I like the ability because you’re given us enough information, the circumstances dictated that we have that in our coffer to make that move if we need it but I still think we’ve got to, we reassess at 60 or at 30 days and look at where our new circumstances are. Because again this is insane as far as how this thing is, you know from working to not working, from essential to non-essential, to who’s coming back. I just, I don’t think we have enough information to make a decision farther than 60. So I’d commend the 60 day move, I think it’s a very compassionate move
(7-a) Temporary Rate Reduction – Modification to Fuel and Purchased Power Cost Adjustment Clause (FPPCAC) (cont.):

and I like the fact we want to do something but that’s where I would stay with before we get ahead a little bit. Thanks.

Chairman Biedenbach stated okay, I think everybody has had their say. At this point then Mr. Chavez do you need a motion for this, is that correct?

Mr. Chavez said yes but before we do that to address Commissioner Conrad’s question, we were just over $4 million at the start of the fiscal year in the over recovered.

Commissioner Conrad stated thank you very much, I thought it was enough that we could do this.

Chairman Biedenbach then stated are you satisfied Commissioner Conrad?

Commissioner Conrad stated yes I am, thank you.

Chairman Biedenbach stated okay, I need a motion.

Commissioner Davenport stated I make a motion we approve the temporary rate reduction based on the information we received from our CFO.

Chairman Biedenbach stated thank you Commissioner Davenport, is there a second?

Commissioner Griffith stated second.

Chairman Biedenbach stated thank you Commissioner Griffith.

Mr. Cloud stated Commissioner, Mr. Commissioner, point of order.

Chairman Biedenbach stated go ahead.


Mr. Cloud stated the way to approve this will be in the very next item, in that resolution will be the approval. There are two other matters covered by the resolution which relate to the creating a process in your rate resolution that allows you, that specifies you approve it without having to go through advertisement since in fact it’s a reduction in rate. And the third item covered in the resolution is approving the extension of the emergency declarations. So if you have a motion to adopt the resolution that is the next item that will enable you to do all three of those things.

Chairman Biedenbach stated all right, here’s what we’re going to do, you’re going to put it out there just like the last time, you’re going to put it so that it can be, and then I need one of the Commissioners to say so move and someone else to say second. Go ahead Mr. Cloud.
(7-b) Resolution Extending Emergency Declarations and Amending Rules of Procedure to Support Modification/Reduction of FPPCAC (Proposed U.C. Resolution No. 2020-07) (cont.):

Mr. Cloud stated yes sir, it would just be a motion to approve Resolution No. 2020-07.

 Commissioner Davenport stated so moved; specifically a motion to approve U.C. Resolution No. 2020-07 as submitted which extends the U.C.’s emergency declarations and amends the U.C.’s rules of procedure to support an emergency temporary rate reduction / modification to the FPPCAC and for this resolution to become effective immediately upon passage by the Utilities Commission.

 Chairman Biedenbach confirmed the motion was moved by Commissioner Davenport.

 Commissioner Griffith stated second.

 Chairman Biedenbach then stated it’s been moved by Commissioner Davenport and seconded by Commissioner Griffith and requested a roll call vote be taken on the motion.

 Commissioner Davenport’s motion then passed unanimously on a roll call vote.

 (8) Possible Other Business – Time for Commissioners:

 Chairman Biedenbach then asked the Commissioners if they had anything they wanted to say for the good of the organization.

 Commissioner Davenport stated he did.

 Chairman Biedenbach stated go ahead.

 Commissioner Davenport stated I was just thinking recently about our land out on 44 and with the amount of wetlands that we have on that property would it be possible to investigate the idea of us the Utilities Commission setting up a wetland bank. With all of our wetlands on that property that could be a real generator of revenue for the U.C. if we can look into that. Because if you do have wetlands and you’re going to develop it you’ve got to go to certain banks and I just thought I’d bring it up and maybe investigate the idea.

 Chairman Biedenbach stated okay, it’s on the table.

 Mr. Bunch stated Ms. Couillard or Mr. Cloud do you want to address the question posed by Commissioner Davenport.

 Mr. Cloud stated I’ve had some exposure to permitting mitigation banks going back about 25 years and I don’t know enough to know if there is enough of what they call up or lift in the re-wetting of wetlands on that property from what they might have been historically. I just don’t know enough to if it’s something that would make sense which suggests that Commissioner Davenport’s comments are right on and that it’s something that could be looked at in an assessment of the overall site.
(8) Possible Other Business – Time for Commissioners (cont.):

Commissioner Davenport stated that’s what I’m alluding to, thinking out of the box while we’re doing this investigation into that property.

Ms. Couillard stated I appreciate the feedback and definitely I’ll get with my survey team and start talking about that as well. This is something new I’ve never heard of before.

Chairman Biedenbach stated thank you Ms. Couillard. Any other comments from any of the other Commissioners?

Mr. Bunch stated Commissioner Griffith you had something you brought forward to us; did you want to cover that item now sir.

Commissioner Griffith stated yes, I was just getting ready to, thanks Mr. Bunch. Reluctantly I had to submit a notice to Mr. Bunch with respect to my resignation. I need to prioritize both some medical issues as well as family needs and I just wanted to say I’m reluctant to do this but I’ve got to call the right priorities. It’s been an honor and a privilege to serve as a Commissioner, learned a lot. The Commission’s in great shape with a lot of good moves that have been made in the last few years, last two or three years. And there’s lots of excitement, Commissioner Davenport just talked about the Western Utility Complex and that’s going to be an amazing thing to develop and you all are going to have the opportunity to really do something great. We’ve received continued growth, we’ve got people, development going on and I think this is a good time for the U.C. at this point in time in this life. And also, I just kind of want to wish my fellow Commissioners and all the outstanding employees the best of continued health, safety and service to our community. So thumbs up, life is good, we’ve got a lot of things we’re going to take care but we’re going to get to them and make it happen. Don’t forget our ratepayers, don’t forget our good employees, and every once in a while make sure we’re staying in our lanes. God bless you all, looking forward to staying in touch with you all, and wishing everybody the best of future success, safety and health. Thank you.

Chairman Biedenbach stated Commissioner Griffith we’re going to miss you. I know that I personally am. When are you making this official sir?

Commissioner Griffith stated I sent a letter to Mr. Bunch effective tomorrow, unless somebody has a better idea.

Chairman Biedenbach stated well, if that is your wish.

Mr. Bunch stated as much as we regret Commissioner Griffith’s resignation, I’ll forward you a copy and we’ll respect his request. Mrs. Simmons notified the City Clerk this morning so we’ve started the process, is underway. Mrs. Simmons will make sure that we get their most up to date resumes of folks that have previously expressed an interest. Then the City Commission will go through the process of selecting the next. Commissioner Griffith I too extend my thanks to you. We wish you and Mrs. Griffith all the best. You’re a gentleman and a pleasure to have served with during my tenure. Thank you.

Commissioner Griffith stated well thank you all again, it’s been a great eight years.
(8) Possible Other Business – Time for Commissioners (cont.):

Chairman Biedenbach stated yes, wow. On that note, can I get a motion to adjourn please.

Commissioner Davenport made the motion to adjourn.

Chairman Biedenbach stated thank you so much, we’re done.

There being no further business to come before the Commission, the Regular U.C. Meeting closed at 3:58 p.m.

APPROVED: ATTEST:

________________________ ________________
CHAIRMAN SECRETARY-TREASURER

These minutes were formally approved by the Utilities Commission at their ______________, 2020 meeting.
AGENDA ITEM 3-b

☑ CONSENT ITEM FOR MEETING OF: May 26, 2020

☑ NEW BUSINESS FROM: Director of Electric Operations

☐ OLD BUSINESS SIGNATURE: Mike Mines

☐ EXHIBITS: ITB #22-20 Bid Tab; Budget Sheet W.O. #20-UE108

SUBJECT: ITB #22-20 - Electric Transformers (Polemount and Padmount)

SUMMARY:
Invitation to Bid No. 22-20 was advertised and placed on Demand Star/Onvia on 4/15/2020. Nine (9) bidders downloaded the bid documents. Seven (7) bids were received, publicly opened, and read aloud on 05/06/2020. Based upon product specifications and evaluation of the bids received, award is recommended to the bidders as follows:

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<th>BID AMOUNT</th>
<th>SALES TAX</th>
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<td>Gresco</td>
<td>$363,066.35</td>
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<td>Wesco</td>
<td>$ 23,967.00</td>
<td>$ 1,463.02</td>
<td>$  25,430.02</td>
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Based upon the product specifications and evaluation of the bid received, a motion to award bid is recommended to Gresco and Wesco in the total amount of $410,305.35. Award Recommendation based on Lowest Price meeting Specifications.

FUNDING SOURCE(S) W.O. #20-UE108

RECOMMENDED ACTION:
A motion to approve and award ITB No. 22-20 for Electric Transformers (Polemount and Padmount) to the evaluated low bidders, Gresco in a total amount of $384,875.33 and Wesco in a total amount of $25,430.02 (sales tax included), for a combined total amount of $410,305.35.

GM/CEO Joseph Bunch

NOTE: ALL AGENDA ITEMS MUST BE IN THE GENERAL MANAGER'S OFFICE BY NOON MONDAY TO FRIDAY TWO WEEKS PRIOR TO THE REGULAR MONDAY COMMISSION MEETING.
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<th>Greek (Emco)</th>
<th>Starting KVA</th>
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<th>Wesk KVA</th>
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UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH
FY 2020 Capital Improvement Plan Request - Annual Project

Project Name: Transformers

Fixed Asset Purchase of Overhead and Underground Transformers.

Description:

Justification for New Service Installs and Replacements

Purchase:

Alternatives: none

Project Manager: Mike Mines

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ASSETS TO BE REPLACED

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AGENDA ITEM 3-c

☑ CONSENT ITEM FOR MEETING OF: May 26, 2020

☐ NEW BUSINESS FROM: Director of Engineering

☐ OLD BUSINESS SIGNATURE: Julie Couillard

☐ EXHIBITS: Memo from D. Hale dated 5-13-20; Amendment No. 1 to DRMP, Inc.; Budget Sheets for W.O. #’s 20-UW2012, 20-UP3010, 20-UE1014

SUBJECT: Project Approval - 5th Street Bridge Replacement and Including Amendment No. 1 to Contract 1 Between DRMP, Inc. and UCNSB

SUMMARY:

Engineering is requesting project approval for the 5th Street Bridge Replacement in the amount of $879,000.00 which includes labor, consultant and construction fees and will be bridged between FY20 and FY21. The City of New Smyrna Beach (City) began the process of replacing this bridge, which is the access point to Yacht Club Island Estates, in 2018. The City’s selected consulting engineer, DRMP, Inc. (DRMP), subsequently submitted a proposal to UCNSB in the amount of $80,567.00 to design the relocation of water and wastewater associated with this project. In the UC Meeting held on October 22, 2018, agenda item 3-e., UCNSB sole sourced design services for the relocation of our existing water and sewer infrastructure to the City’s project engineer, DRMP, Inc. in the amount of $80,567.00.

Since then the City revised their project and DRMP was instructed to elongate the roadway, therefore a new bridge design has been re-issued. UCNSB would like to add a supplemental proposal for the design of the electric relocation in the amount of $14,790.00. The overall total design work to DRMP, Inc. will be $95,357.00 (including the previously approved amount of $80,567 from Oct. 2018).

This project originated under a different budget format and Engineering would like Commission approval for the project in its entirety. It will be budgeted from W.O. No. 20-UW2012 with $54,500 spent in FY20 and $250,000 in FY21; 20-UP3010 with $54,500 spent in FY20 and $250,000 in FY21; and 20-UE1014 with $20,000 spent in FY20 and $250,000 in FY21. The total project will cost $879,000.00 which will include the $95,357.00 for design.

FUNDING SOURCE(S) W.O. Nos. 20-UW2012, 20-UP3010, and 20-UE1014

RECOMMENDED ACTION:

A motion to approve the 5th Street Bridge Replacement Project in its entirety in the amount of $879,000.00, and the approval of the supplemental agreement/Amendment No. 1 for electric design work with DRMP, Inc. in the amount of $14,790.00, and authorize the General Manager/CEO or his designee to execute all documents associated with this matter.

GM/CEO Joseph Bunch
DATE: May 13, 2020
TO: Julie Couillard, P.E., Director of Engineering
CC: Melissa Cox, Engineering Admin. Asst.
FROM: Dana Hale, P.E.
RE: 5th St. Bridge Replacement Project

DRMP, Inc. has been contracted by the City of New Smyrna Beach to design a replacement bridge for the 5th Street Bridge, which is the roadway to Yacht Club Island, east of S. Riverside Drive. To date, the bridge design is 60% complete.

The Utilities Commission then sole sourced DRMP to design the relocation of water, force main and electric utilities. All three utilities will be bored under the intracoastal waterway. In October 2018, DRMP was approved by our Commission for water and wastewater design work in the amount of $80,567.00. Since then, we would like to add a supplemental proposal for the design of the electric in the amount of $14,790.00. The overall total for design work will be $95,357.00. The original bridge replacement design was submitted to the City & the residents, and DRMP was told to elongate the causeway; therefore, the new bridge design has just been re-issued.

Since this project was originally approved under our prior CEO and under a different budget format, the Engineering Department would like Commission approval for the project in its entirety.

I have listed below the current WO#s and corresponding budgets. I have attached the revised individual budget sheets. FY20 budget includes capital labor and Consultant design fees and FY21 includes capital labor and construction fees.

- Water: WO #20-UW-2012
  - FY20 $54,500.00
  - FY21 $250,000.00
- Wastewater: WO #20-UP-3010
  - FY20 $54,500.00
  - FY21 $250,000.00
- Electric: WO #20-UE-1014
  - FY20 $20,000.00
  - FY21 $250,000.00

Thank you.

[Signature]
05/13/2020
Supplemental Agreement

This Supplemental Agreement, (Amendment No. 1 to Contract 1, between DRMP and UCNSB) is made effective as of March 26, 2020. The conditions of the original agreement remain in effect unless modified herein.

1. Consultant shall perform the following services:
   This agreement is to add the design of a conduit for the power line to the original contract. The conduit for the power line will be directionally drilled under the proposed new bridge in tandem with the proposed force main and water main. The conduit will be capped at both ends. The services include the design, permitting, bidding assistance, and construction administration as stated in the original contract. The conduit will be included in all technical submittals. The design will include drawings and technical specifications. The survey has already been completed for the project. If it is determined that more survey is required due to the addition of the power conduit, the fee for the additional survey will be negotiated with the client.

2. Compensation:

   An increase of $14,790 broken out by the following tasks.

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DRMP, Inc.  
Signature ___________________  
Name: Patrick J. Day  
Title: Utilities Manager  
Date: March 27, 2020

Utility Commission of New Smyrna Beach  
Signature ___________________  
Name: ________________________  
Title: ________________________  
Date: ________________________
## UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH
### FY 2020 Capital Improvement Plan Request - Major Project
#### 330 - Field Operations/Water Distribution

**REVISED MAY 2020 BY DANA HALE, ENGINEER/PM**

**Project Name:** 5TH STREET BRIDGE REPLACEMENT

**Fixed Asset Description:** RELOCATION OF THREE UTILITIES OFF OF EXISTING/NEW BRIDGE +/-600 linear feet

**Justification for Project:** REQUIRED BY FDOT & CITY OF NEW SMYRNA BEACH

**Alternatives:** NONE

**Location/Address:** S. RIVERSIDE DRIVE AND 5TH STREET

**Site Preparation or Removal of Existing Assets:** REMOVAL OF POTABLE WATER MAIN

**Anticipated Start Date:** 

**Anticipated Completion Date:** 

**Project Manager:** Dana Hale

**Required Contracts:** DRMP DESIGN, INVITATION TO BID, CONTRACTOR AGREEMENT AND ARMY CORP, FDEP SUBMERGED LAND, DOH & RIGHT OF WAY PERMITS

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**Consultant Expenditures FY19 WO#19-UW045A**

684

**Capital Labor Expenditures FY19 WO#19-UW045A**

269

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**Fixed Asset Description:** RELOCATION OF THREE UTILITIES OFF OF EXISTING/NEW BRIDGE +/-600 linear feet  

**Justification for Project:** REQUIRED BY FDOT & CITY OF NEW SMYRNA BEACH  

**Alternatives:** NONE  

**Location/Address:** S. RIVERSIDE DRIVE AND 5TH STREET  

**Project Manager:** Dana Hale  

**Required Contracts:** DRMP DESIGN, INVITATION TO BID, CONTRACTOR AGREEMENT AND ARMY CORP, FDEP SUBMERGED LAND, FDEP SANITARY & RIGHT OF WAY PERMITS  

### Inception thru 9/30/18 Remaining FY 2019 Budget FY 2020 FY 2021 FY 2022 FY 2023 FY 2024 FY 2025 FY 2026 FY 2027 FY 2028 FY 2029 Total FY 2020-2029  

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**Description of Yearly Expenses:**  

- **Capital Labor:**  
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  - Mar-21: 1,000  
  - Apr-21: 1,000  
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  - Jun-21: 1,000  
  - Jul-21: 1,000  
  - Aug-21: 1,000  
  - Sep-21: 1,000  

- **Consultant:**  
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  - Jul-21: -  
  - Aug-21: -  
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  - Sep-21: -  

**Proposed Funding Sources:**  

- **Mandatory:** -  
- **Additional:** 66,000  
- **Alternative Financing:** -  
- **Restricted R&R:** -  

**Total:** $66,000
Please provide the document as text.
AGENDA ITEM

CONSENT ITEM FOR MEETING OF: May 26, 2020

NEW BUSINESS FROM: Director of Engineering

OLD BUSINESS SIGNATURE: Julie Couillard

EXHIBITS: Capital Project Request Expenditure Executed; Budget Sheet W.O. #20-UP3016; Sole Source Form for Force Enterprises; and Scope and Cost for Repair Work from Force Enterprises

SUBJECT: Ratification of Emergency Repair - South Riverside Drive Force Main Replacement Project

SUMMARY:

The Engineering Department is requesting ratification for the South Riverside Drive Force Main Replacement project in the total amount of $147,543.00. This emergency repair project was needed due to a crack in a 10" force main that was found outside manhole 10-60 located at South Riverside Drive and Andrews Street. The crack is causing infiltration leading to settlement and/or deterioration of the roadway.

This work was therefore deemed emergent and Engineering recommended a sole source to Force Enterprises as this firm was already under contract for a sewer repair with UCNSB. Due to the urgency of this project, the General Manager/CEO authorized this force main replacement so a notice to proceed could be issued.

The attached scope and cost by Force Enterprises was received in the amount of $142,543.

An RFQ was published on May 1, 2020 for archaeological monitoring, required for this project in accordance to City ordinance, and on May 8, 2020 one quote was received from Environmental Services, Inc. in the amount of $2,500.00.

Total cost for this project, including capital labor and archaeological monitoring, is $147,543 and will be funded by W.O.# 20-UP3016.

RECOMMENDED ACTION:

A motion ratifying the emergency South Riverside Drive Force Main Replacement Project in the total amount of $147,543.00 - including sole sourcing to Force Enterprises, Inc. in the amount of $142,543.00, capital labor in the amount of $2,500.00 and archaeological monitoring to Environmental Services, Inc. in the amount of $2,500.00; and authorization for the General Manager/CEO or his designee to execute any additional documents associated with this project.

GM/CEO Joseph Bunch

NOTE: ALL AGENDA ITEMS MUST BE IN THE GENERAL MANAGER'S OFFICE BY NOON MONDAY TO FRIDAY TWO WEEKS PRIOR TO THE REGULAR MONDAY COMMISSION MEETING.
**Project Request for Expenditures (PRE) - Capital**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>FY 2020</th>
<th>Add FY</th>
<th>Date: April 30, 2020</th>
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**Project #** 20-UP3016

**Project Name** S. Riverside Drive Force Main Replacement

**Capital Expenditure Request** $147,543 This PRE request

**MP Budget - Current Fiscal Yr** $147,543 Attach MP Budget Sheet

**AP Budget - Current Fiscal Yr (CFY)** $ - Attach AP Budget Sheet

**AP Budget - CFY Remaining Bal** $ -

**Expenditure Status (1)** replacement See notes below

**Offset - Project # (2)** See notes below See Approval Authority tab for approval levels.

**Offset - Budgeted Proj Amt (2)** $ -

**Anticipated Start Date** May-20 Mo / Year

**Anticipated Completion Date** Jun-20 Mo / Year

**Budgeted Cash Flow (3)** Select (3): (Y) Yes or (N) No

**Project Manager** Dana Hale

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<tr>
<td>Work Category</td>
<td>3-Corrective Main Use drop downs</td>
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<td>Use drop downs</td>
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**Fixed Asset Description / Project Description:** A crack in a 10" force main was found outside manhole 10-60 located at S. Riverside Dr and Andrews St. This crack is causing infiltration which could and will lead to the settlement and/or deterioration of the roadway. This work is deemed emergent and therefore recommended to sole source the work to Force Enterprises as they are already under contract for a sewer repair with UCNSB. Scope and cost was recieved by Force Enterprises in the amount of $142,543. Total cost including labor is $147,543 and funded by W.O.# 20-UP3016. Due to the ergency of this work we will execute the PRE now and issue a notice to proceed and ratify this project in the May Commission Meeting.

<table>
<thead>
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<th>FY 2021</th>
<th>FY 2022</th>
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**NOTES:**
1. Please identify if the capital expenditure is for **NEW** assets, **REPLACEMENT** of assets, or **REBUILD** of existing assets.
2. For unbudgeted items, please identify the offsetting project #, amount and complete offset Budget Info section above.
3. If you are using the Current FY budgeted cash flow, indicate (Y) Yes and attach the Budget Sheet. If the project is unbudgeted or you are not using the budgeted cash flow, please complete the CFY monthly cash flow tab included here.
**UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH**
**FY 2020 Capital Improvement Plan Request - Major Project**
**350 - Field Operations/Sewer Collections**

**Project Name:** S. Riverside Dr. Force Main Replacement between Andrews St. and Anderson St.

**Fixed Asset Description:** 400 LF OF 10" PVC FORCE MAIN

**Justification for Project:** CORRECTIVE MAINTENANCE

**Alternatives:** N/A

**Location/Address:** S. RIVERSIDE DRIVE BETWEEN ANDREWS ST. AND ANDERSON ST.

**Site Preparation or Removal of Existing Assets:** GROUT 400 LF OF 10" CAST IRON FORCE MAIN PIPE

**Anticipated Start Date:** May-20  
**Anticipated Completion Date:** June-20

**Project Manager:** Dana Hale

**Required Contracts:** INVITATION TO BID, CONTRACTOR AGREEMENT, CITY RIGHT-OF-WAY PERMITS

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**Proposed Funding Sources:**

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Utilities Commission
City of New Smyrna Beach, Florida

SOLE SOURCE JUSTIFICATION

Approval No: 109

By: [Signature] Material Manager

Vendor Name: Force Enterprises, Inc.
Address: 12302 Sannewood Lane, Wellington, FL 33414
Telephone No: 561-480-7298 (Rick Alloe)
Email: ralloes@forceenterprises.net

SERVICE/COMMODITY: (General Description):

Please check entry below that applies to the proposed purchase. Attach additional data or support documentation as instructed below.

SOLE SOURCE JUSTIFICATION

1. __ Parts/Equipment can only be obtained from original manufacturer – not available through distributors.

2. __ Only area distributor of the original manufacturer.

3. X Proprietary Item/Service

4. __ Parts/Equipment not interchangeable with similar parts of another manufacturer (compatibility)

5. __ This is the only known item/source that will meet the specialized needs of this department or perform the intended function (explain below).

6. X Other. Furnish explanation below.

Explanation/Comments: Force Enterprises, Inc. is under contract for sewer repairs in Sugar Mill Development. Meanwhile, a crack in a 10" cast iron force main (effluent from LS#11) was found just outside manhole 10-60 (under pavement) located at S. Riverside Dr. and Andrews St. The crack is causing a large amount of infiltration which could (will) lead to the settlement and/or deterioration of the roadway. Replacement of this force main is prudent and a high priority; therefore, I recommend having Force Enterprises, Inc. do this work as a sole source. Their work thus far has been excellent. I have attached the scope of work, cost and plan sheet. I recommend approving Force Enterprises, Inc. for this work so we can get the force main replaced as soon as possible.

Requisitioner: [Signature] Date: 04/30/2020 Dana Hale, P.E.

Director of Department: [Signature] Date: 4/30/2020

DocuSign Envelope ID: 79168FE3-6FBD-4657-B0FD-E9DF82C331E
Scope of Work: Replace approximately 400 linear feet of cast iron ten-inch diameter (10”) sewer force main with ten-inch diameter (10”) PVC (DR18, C900) pipe. The new PVC force main will connect to an existing PVC force main (at Anderson St.) and an existing manhole (at Andrews St.). The cast iron force main currently discharges into Manhole 10-60 with a south invert connection; however, the new PVC force main will require a new east invert connection (manhole core) to Manhole 10-60.

- All unit prices shall include tools, labor, materials, equipment and supervision to perform all work necessary to complete the scope of work.
- Contractor shall be Licensed Underground Contractor in the State of Florida.
- Construction shall adhere to the attached Construction Plan, these Specifications and the COMMISSION’s “Wastewater Rules, Design and Construction Specifications”, current edition.
- All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.
- Quantities are estimated. Contractor is responsible to verify quantities prior to ordering materials. Payment of final quantities shall be based on installed materials and completed work.
- Contractor is responsible for staging area and storage of materials. The COMMISSION will pay for installed materials only.
- Construction may be dependent on non-peak flow periods, determined by the COMMISSION; therefore, some work may be outside typical business hours, prior to 7:00 A.M. and after 5:00 P.M.
- All work is subject to the COMMISSION’s inspection.
- The COMMISSION will obtain a City Right-of-Way Permit and City permission for all required lane or road closures.
S. Riverside Dr. Force Main Replacement  
between Andrews St. and Anderson St.

- **Item No. 1 – Mobilization/Demobilization, Maintenance of Traffic, Erosion Control & Demo**, shall include mobilizing (and subsequent demobilizing) of preparatory work and operations, the movement of personnel, equipment, supplies & incidentals to the project site, bonds, insurance, all other preconstruction expense necessary for the start of work, Maintenance of Traffic Plan and Devices, silt fence, floating turbidity barriers, inlet protection and demolition (removal and disposal) required to complete this scope of work. Road closures and detours must be approved by the City of New Smyrna Beach.

- **Item No. 2 – Dewatering** shall include installation, operation, maintenance and repositioning of dewatering system(s) that may be required for completion of scope of work.

- **Item No. 3 – Pipe Grout** shall include grout and any appurtenances required to install the grout. Contractor is responsible to determine distance between each access point and the method in which to insert grout to pipe at full diameter. Includes excavation and fittings to permanently cap an existing pipe.

- **Item No. 4 – 10” PVC (DR18, C900) Force Main** shall include excavation and installation of 10” PVC pipe (green, DR18, C900), fittings, pipe restraints, tracer wire, warning tape, etc. Force Main Ductile Iron fittings shall be epoxy lined. Force Main shall be staked every 50 feet and at each fitting with depth of pipe labeled on each stake. The COMMISSION will be responsible for the as-built survey.

- **Item No. 5 – Concrete Encase PVC Force Main (Installed Over Storm Pipe)** shall include approximately 6 feet long x 3 feet wide x 1.5 feet deep (centered on pipe) of concrete or excavatable flowable fill over/under PVC pipe where it crosses existing storm pipe.

- **Item No. 6 – Manhole Core** shall include (1) core. Core shall be sealed watertight and include boot for force main connection.
S. Riverside Dr. Force Main Replacement
between Andrews St. and Anderson St.

- **Item No. 7 – Connection to Existing** shall include connecting new PVC force main to manhole 10-60 and to the existing PVC force main, including excavation and any fittings & pipe restraints on existing pipe required to make sound connection. Force Main Ductile Iron fittings shall be epoxy lined.

- **Item No. 8 – As-Built Survey** shall include all survey required to complete scope of work and as-built drawings to be approved by the Engineer of Record and the **COMMISSION**. A hard copy of the as-built, signed and sealed by Surveyor, shall be submitted to the **COMMISSION** along with pdf and CAD digital files. An approved as-built is required for Final Completion.

- **Item No. 9 – Restoration Allowance** shall include asphalt patch, asphalt mill and overlay, striping, curb replacement, pavers, plants, shrubs, repair of existing sprinklers, etc. Contractor to maintain all greenspace restored until established and warranty for 30 calendar days prior to final payment. Work under this item requires **COMMISSION** approval. Monies will be paid for actual work completed. This Allowance shall be included in the total cost and will be returned to the **COMMISSION** if not used. The use of these funds must be requested in writing from the Contractor to the **COMMISSION**’s designated Project Manager. Such requests must include support for the use of funds and must be approved by the **COMMISSION**’s Project Manager and Director of Engineering.

- **Item No. 10 – Project Contingency** is for project incidentals, such as permit fees and minor discrepancies between field conditions and the plans & specifications, and may be used to adjust for quantity changes to listed items. Monies will be paid for actual work completed. This Project Contingency shall be included in the total cost and will be returned to the **COMMISSION** if not used. The use of these funds must be requested in writing from the Contractor to the **COMMISSION**’s designated Project Manager. Such requests must include support for the use of funds and must be approved by the **COMMISSION**’s Project Manager and Director of Engineering.

*issued April 28, 2020*
**FORCE MAIN REPLACEMENT ON S. RIVERSIDE DR.**
**BETWEEN ANDREWS ST. AND ANDERSON ST.**

*issued April 28, 2020*

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**WRITTEN TOTAL:** One Hundred Forty Two Thousand Five hundred + Forty Three dollars.

**SIGNATURE:**

**COMPANY:** Force Enterprises Inc.

**PRINT NAME / TITLE:** Richard P. Allee
AGENDA ITEM 4.

☑ CONSENT ITEM FOR MEETING OF: May 26, 2020

☐ NEW BUSINESS FROM: General Manager/CEO

☐ OLD BUSINESS SIGNATURE: Joseph Bunch

☑ General Manager's Report EXHIBITS: GM Report for April 2020

SUBJECT: General Manager's Report for April 2020

SUMMARY:

Executive and Departmental monthly reporting regarding systems, operations, projects and staff.

RECOMMENDED ACTION:

Informational detailed monthly reporting - no action required.

FUNDING SOURCE(S) N/A

GM/CEO Joseph Bunch

NOTE: ALL AGENDA ITEMS MUST BE IN THE GENERAL MANAGER'S OFFICE BY NOON MONDAY TO FRIDAY TWO WEEKS PRIOR TO THE REGULAR MONDAY COMMISSION MEETING.
AGENDA ITEM 4

DATE: May 4, 2020
TO: Utilities Commissioners
FROM: General Manager/CEO
SUBJECT: GENERAL MANAGER’S MONTHLY SUMMARY REPORT FOR APRIL 2020

EXECUTIVE SUMMARY

Modernization Program.
During the Regular U.C. Meeting held April 27, 2020, the scheduled May 20th Commission Workshop was approved for postponement to support completion of the three engineering studies (Grid Modernization Roadmap; Reliability Improvement Planning Study, Phase I, and Water Resources System Operations Assessment and Optimization Plan) and the finalization of the integrated Modernization Project Plan by UMS Group, Inc., which will include all of the associated modernization costs and expenses. Rescheduling of the Workshop is currently planned to occur by early fall.

UCNSB Western Utilities Complex (WUC) – Task 1 (Master Land Planning – includes Optimization Study) and Task 2 (Site Development and Building Design and Construction Permitting). A change order was implemented for deduction of the Shared Fleet Building Study from this Project with Pond to ensure accurate accounting and for the purpose of sharing costs with the City.

Series 2020 Bond Issuance.
The issuance of FY2020 Utility System Improvement and Refunding Revenue Certificates remains pending. Finalization of a Bond Purchase Agreement is awaiting marketing determinations. When completed/accepted, a closing for the FY2020 bonds will occur and funds will be received. There were some stronger weeks in the muni market during May and the markets appear to be getting closer to the U.C.’s target range.

GM/CEO Processed Legal Services Invoices. (Per discussion at 11-29-18 U.C. Mtg., AI 4.)

<table>
<thead>
<tr>
<th>Legal Invoices</th>
<th>FY2020 O&amp;M Budget – Legal Expenses $275,000*</th>
<th>General Counsel – Gray Robinson / T. Cloud</th>
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<td>$128,548.84</td>
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<tr>
<td>FY2020 P.O. No. 00015894</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(*FY2020 Budget increased to $275,000. Resolution of several legacy and ongoing lawsuits has increased anticipated legal expenses.)

Temporary Change in Disinfection Process.
Commenced on May 13th for approximate six-week period, using chlorine instead of chloramine residual in the U.C.’s potable water treatment process.

Communications.
COVID-19 (Coronavirus).
Employee/Customer messaging (status and updates) and associated business continuity planning are continuing. A second U.C. Employee Townhall, virtual meeting, will be held upon commencing Phase 2 of U.C.’s reopening plan, to ensure clear understanding of COVID-19 related enterprise processes and to support employee questions.

PUBLIC RECORDS RESPONSES

<table>
<thead>
<tr>
<th>Current Month</th>
<th>FY 2020 YTD /Annualized</th>
<th>FY 2020 Target</th>
<th>FY 2021 Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC RECORDS RESPONSES</td>
<td>1.5*</td>
<td>1.4*</td>
<td>3 Working Days</td>
</tr>
</tbody>
</table>

*Incs. Required Legal Response/Reviews &/or Production
EXECUTIVE SUMMARY (cont.):

COVID-19 (Coronavirus) (cont.)
Two month Temporary Electric Rate Reduction (modification of FPPCAC - approx. 22% savings for residential use of 1,000 kWh), approved for May through June. Suspension of late fees and disconnects continuing to June 1st.

Industry Recognition/Awards.
The U.C. earned the American Public Power Association’s Safety Award of Excellence for safe operating practices in 2019.

Joint U.C. City Projects.
Evaluation of joint projects and potential partnering opportunities ongoing. Status of the projects being evaluated are provided in the I.T. Department section monthly.

I.T. DEPARTMENT

CURRENT PROJECTS
1. Enterprise Emergency Notification System | Completed April 2020
2. Install (3) self-contained rack enclosure systems (fire suppression, cooling, power, monitoring and security | Completed April 2020
3. Fiber installation Glencoe Road and S.R. 44 | Completed April 2020

SECURITY/ CYBERSECURITY
1. Organizational Simulated Phishing Attack | Completed - April 2020
2. Organizational Interactive Monthly I.T. Security Awareness Training | Completed – April 2020
3. Distributed Environment for Critical Infrastructure Decision-Making Exercise (DECIDE)
   Information Session | June 3, 2020   (Rescheduled Due to COVID-19)
4. FMPA Joint Action Cybersecurity Assessment | In Process

FINANCE / ACCOUNTING
1. Implementation Workflow | In Process
2. Convert FRx reports to Jet Reports | In Process

PURCHASING / WAREHOUSE
1. Paramount Workplace Procurement, Expense Management Software | In Process

UCNSB / CITY OF NSB COLLABORATION
1. Joint Fiber Optic Infrastructure | In Process
2. Geographic Information System (GIS) Sharing | Under Review
3. Data Center Resources Sharing | Under Review
4. Cyber Security | Under Review

PROJECTS ON HOLD – DUE TO COVID-19
1. PRI to SIP Migration Project
2. Critical Infrastructure Security Project
3. Desktop Lifecycle Management (Annual Project) Sept. 2020
4. Enterprise Communication Plan (Data / Voice)
5. Cybersecurity Roadmap | Strategic Plan
6. SCADA Upgrade System Ops.
7. Business Continuity / Disaster Recovery Plan
I.T. DEPARTMENT (cont.):

OPEN GRANTS
1. American Public Power Association / Florida Municipal Power Agency (DOE Grant) Response Plan | In Process
2. American Public Power Association / Florida Municipal Power Agency (DOE Grant) Cybersecurity Roadmap | In Process
4. Norwich University Applied Research Department (DOE / HGrant), Citywide Command and Control Exercise | In Process

SYSTEM OPERATIONS & GENERATION DEPARTMENT
The electric system's Net Energy for Load ("N.E.L.") for April 2020 was **33,154 MWH**. This is **1.5% above** the amount projected for the month.

N.E.L. is **2.0% below** projections for Fiscal Year 2020 to date.

The **April energy** came from the sources listed below on the next page.

**On-Site and Remote Generation**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2020</th>
<th>FY2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>FMPA - St. Lucie Units</td>
<td>19.0</td>
<td></td>
</tr>
<tr>
<td>Field Street Generation</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>19.0%</td>
<td></td>
</tr>
</tbody>
</table>

**Contract Purchased Power**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2020</th>
<th>FY2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>FPL NLF Purchase</td>
<td>76.2</td>
<td></td>
</tr>
<tr>
<td>Other Purchases</td>
<td>4.8</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>81.0%</td>
<td></td>
</tr>
</tbody>
</table>

**Comparative Data:**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2020</th>
<th>FY2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak Load (MW)</td>
<td>87</td>
<td>74</td>
</tr>
<tr>
<td>Lowest Valley Load (MW)</td>
<td>25</td>
<td>24</td>
</tr>
<tr>
<td>Load Management Relief on Peak (MW)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Average Degree Cooling Days</td>
<td>8.2</td>
<td>6.7</td>
</tr>
<tr>
<td>Average Degree Heating Days</td>
<td>0.3</td>
<td>0.1</td>
</tr>
</tbody>
</table>

St. Lucie #2 operated as expected.

ELECTRIC OPERATIONS DEPARTMENT

Electric Transmission and Distribution:

**Maintenance:**
ELECTRIC OPERATIONS DEPARTMENT - Maintenance (cont.):

C/O of Peninsula and Ocean Ave.: Replaced a 55’ pole for increased primary spacing.

S.R. 44 Tractor Supply: Stripped out Line 11 feeder and poles to re-route the primary cable for a new turning lane.

Capital:

1926 Pioneer Trail: Installed a 40/2 pole and 75’ of 1/0 triplex for a new customer’s point of service.

550 North Samsula: Replaced five (5) poles and upgraded a transformer for a new customer’s point of service.

Corbin Park Rd.: Installed 300’ of 1/0 primary, a 45/2 pole, and a 112 kVA padmount transformer for the new customer’s point of service (Tractor Supply).

Installed a 65-amp Trip Saver at three locations:
   Enterprise and Milford Place
   Whispering Pines and Millington Ln.
   Pioneer Trail & Woodland Ave.

The Palms: Crews installed 3,650’ of 1/0 primary cable, 4,450’ of 350 triplex cable, twenty-one (21) pedestals, thirteen (13) 50 kVA transformers and four (4) 75 kVA transformers.

Tractor Supply OH feeder S.R. 44 and Corbin Park Rd.: Crews installed seven (7) 50’ poles, one (1) 40’ pole, one (1) 45’ pole, 225’ of 4/0 quad cable, 200’ of #6 duplex cable, 3,000’ of 652 cable and 1,000’ of 4/0 cable, along with one (1) 50 kVA and one (1) 15kVA transformer.

Canal Street: Changed street lighting circuit from 480 volt to 240 volt and removed 480 volt 150 HPS light fixture transformers and installed new 24 watt L.E.D. retro fit lamps in 65 decorative light poles.

C/O Fairway and Wayne Ave: Installed 3 x new 50/2 poles to reduce feeder span lengths for storm hardening along with installation of 600 amp blade switches for feeder tie or isolation point.

Streetlights (New):

234 Timberlane: Installed a 250 watt fixture on a 6’ mast.

Canal Street: Replaced 65 x 150 watt HPS lamps with 24 watt LED lamps.

Osmose Reject Pole Replacement Program:
The Osmose reject replacement program includes 670 rejected poles from the 2010-2019 timeframe. Two Hundred Sixty-two (262) poles have been replaced to date, with 19 in the month of April, leaving 408 poles to be replaced. The estimated cost of remaining replacements is $965,230.08.
ELECTRIC OPERATIONS DEPARTMENT (cont.):

Substation & Relay:

Smyrna Substation:
Assisting contractors and monitoring the progress of the station upgrade daily. Several switching orders were completed for work clearances on the 115kv ring bus for the Cassadaga line relocate as part of this project and was completed on 4-13-20. Transformers #1 and #2 were set in place on their new pads. Several switching orders were completed to assist FPL transmission line relocate for their new Pirolo substation.

Meter Testing Section:
Twenty-one (21) meters were processed this month: One (1) was disposed of; and twenty (20) new meters were tested and placed in stock.

WATER RESOURCES DEPARTMENT

Water Treatment:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Treated Monthly Flow</td>
<td>161,145 MG</td>
</tr>
<tr>
<td>Average Daily Demand</td>
<td>5.372 MGD</td>
</tr>
<tr>
<td>Peak Daily Demand</td>
<td>6.354 MGD</td>
</tr>
<tr>
<td>Rainfall/Water Plant</td>
<td>4.11 inches</td>
</tr>
</tbody>
</table>

Hazen and Sawyer Engineering Consultants contracted field survey crew performed an underground utilities survey/mapping of the Glencoe WTP site in preparation for the Chemical Process Improvement Project. In addition to that work, a crew performed borings of several areas of the WTP site as part of this project.
WATER RESOURCES DEPARTMENT - Water Treatment (cont.):

Due to the ongoing COVID-19 threat;
- WTP staff has implemented increased cleaning and sanitizing procedures, coupled with a more enhanced distancing to minimize contact.
- WTP staff participated in the UC’s 1st ever video townhall meeting to update employees with the latest virus information and a Q&A session.
- WTP staff performed a modified schedule for monthly bacti field samples to allow for early completion in preparation of staff shortages.

A new deionized water filtration system was purchased/installed at the operator’s mini lab to provide rinse water for testing glassware after use.

WTP personnel performed preventive maintenance on lime feed, chlorine feed, polymer feed, fluoride feed, and ammonia feed systems. In addition, each pump station building site received a scheduled interior cleaning. Quarterly maintenance was performed to the 3rd Ave. and South Beach Pump station online chlorine analyzers.

Lab - Water Treatment:
Seventy-two (72) distribution samples were analyzed for coliform bacteria. Eight (8) fluoride samples were sent to Pace Analytical for analysis with acceptable results. There were six (6) customer concerns that prompted home visitations.

<table>
<thead>
<tr>
<th>Lab - Wastewater Treatment: Effluent (24 hr. Comp)</th>
<th>WRF Reuse</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVG CBOD (ppm) **ppm</td>
<td>3.97 ppm</td>
</tr>
<tr>
<td>AVG TSS (ppm) **ppm</td>
<td>1.14 ppm</td>
</tr>
<tr>
<td>AVG Total Phosphorus (ppm)</td>
<td>3.43 ppm</td>
</tr>
<tr>
<td>AVG Total Nitrogen (ppm)</td>
<td>3.23 ppm</td>
</tr>
</tbody>
</table>

- ** indicates that these parameters are sampled and analyzed for effluent outfall discharge

Water Reclamation Facility:
- Total Inf. Flow / Average Daily Flow: 94.63/3.15 MGD*  
- Max. Daily Flow: 4.11 MGD*  
- Bio-solids Removed from WRF Site: 161,304 Gallons  
- Reclaimed Water Total Flow: 85.73 MGD  
- WW Plant Total Rainfall: 3.41 Inches  
- River Discharge Total Flow / Average Daily Flow: 0.00 / 0.00  
- Pond influent Flow / Augmentation: 0.00 MG / 5.01 MG  
- Annual Avg. % of Reuse Utilization: 100 %  

Maintained zero discharge to the river outfall for **10 years / 10 months (130 months)** consecutively.
WATER RESOURCES DEPARTMENT (cont.):

Lift Stations/Maintenance

Water Treatment Plant (WTP)
- Performed scheduled preventative maintenance and responded to **five (5) work orders**.

Wells
- Inspected all production wells, performed scheduled preventative maintenance and completed **three (3) work orders**.

Pump Stations
- Inspected all pump stations and chlorine feed equipment and performed scheduled preventative maintenance and completed **two (2) work orders**.

Water Reclamation
- Performed scheduled preventative maintenance and completed **thirteen (13) work orders**.

Lift Stations
- Ran standard preventative maintenance routes and completed **twelve (12) work orders**.

Reuse Ponds
- Inspected all reuse pond filling facilities, performed scheduled preventative maintenance and adjusted as needed, and completed **two (2) specific repairs**.

Equipment and Field Ops. Repairs
- Maintenance of small equipment and **one (1) specific repair**.

Miscellaneous
- Finished up washer/dryer electrical modifications.

Field Operations Division

Water Distribution

Water Breaks – **Major**: None during April.

Water Breaks – **Minor**: **Thirteen (13) leaks** and minor breaks were repaired on water services with an average outage of **138 minutes**.

Callout Time Summary
- The primary callout person had a total of **thirty-two and a half (32.5) hours**
- The secondary callout person(s) had a total of **sixteen (16) hours**
- There was a total of **thirteen (13) emergencies** handled for the month of April.

Locates Performed by UC Crews
- Thirty-nine (39) locates performed for April
WATER RESOURCES DEPARTMENT (cont.):

Locates Performed by Contracted Crews (Venegroup)
- Eight hundred nine (809) locates performed for April

Work performed for the Commercial Division included replacement of forty-two (42) water meters and eleven (11) meter registers, and completion of five hundred twenty (520) other job requests.

Cross Connection Control Program
There were forty-five (45) backflow preventer devices installed, four hundred seventy-eight (478) DDC/RP valves tested, nine (9) backflow preventor devices repaired, and two hundred ninety-eight (298) backflow preventor devices painted.

Summary
Sewer Breaks – Minor: Six (6) backups were responded to; four (4) on the U.C. side were relieved. (Remaining two on customer laterals.)

ENGINEERING DEPARTMENT:

General:
1. FY2020 Rate Study RSQ 01-19 – Draft Scope Review meeting completed on 10-30-19 and finalized documents. Rate Study approved by U.C. on 11-25-19, AI 6-a. Work has now recommenced on the Rate Study.

Capital Projects Update:
1. Staggerbush Place Manhole Replacement – A pre-construction meeting was held on-site on March 31, 2020 and a notice to proceed letter was issued on April 16, 2020. Project will be funded from W.O.# 20-UP3013.

2. ITB #08-20 Sugar Mill Electric Upgrade Directional Bore was advertised on March 2, 2020. Bids were opened on April 9, 2020. At the April 27, 2020 UCNSB Meeting, the Commission ratified awarding of the bid contract to B&B Underground & Drilling, Inc. in the amount of $547,694.00. Contract documents have been mailed to the contractor for signature. Once all documents are signed, a preconstruction meeting will be scheduled. The project total cost is $1,497,600 and will be funded from W.O. #20-UE1002, with monies spent in FY20 and FY21.

3. WRF PLC Replacement – Contract documents have been received and signed. Preconstruction meeting is scheduled for May 12, 2020. The project total cost is $250,000.00 and is funded by W.O.# 20-UP3006.

4. Smyrna Substation Expansion – Relocation of the Cassadega transmission line was scheduled for April 3-5, 2020 and completed as planned. Contractor continues to install foundations. ABB was on site at the end of April to set and dress both new 115kV transformers. Outage request for additional work have been submitted and coordinated with Operations. Project work remains on task in light of COVID-19.
ENGINEERING DEPARTMENT – Capital Projects Update (cont.):

5. South Beach Pump Station Generator Replacement – Consultant awarded Change Order for additional scope and has resumed working on project. Project is in final review stages and being prepped to issue the bid documents through Purchasing.

6. Western Utility Complex – On 1-29-20 an internal project request for expenditure (PRE) form in the amount of $23,179.00 was submitted for Pond and Company (POND) to consult on a design for a potential shared fleet facility with City of NSB. Joint meeting with City completed on 2-20-20. Project will be funded by W.O. #20-UC005. In addition, a joint Teams Meeting held 4-22-20 with UC, POND, City, FDOT, and interested parties regarding Williamson Blvd. alignment. POND is reviewing, creating three (3) designs and cost estimate options for discussion. Expecting preliminary results for review mid-May.

7. Lift Station 5 Reconstruction (including GSS Rehab) – This lift station is beyond useful life. On April 27, 2020, UCNSB approved the overall budget to reconstruct the lift station and rehabilitate the gravity sanitary sewer (GSS) in system 5 in the amount of $1,890,000. This included the approval of Task Authorization No. 5 for Tetra Tech for the design, surveying and permitting in the amount of $118,734.00. This is being funded from W.O. #20-UP3012 and will be bridged between FY20 and FY21.

8. Lift Station 12 Reconstruction (including GSS Rehab) – This lift station is beyond useful life. On April 27, 2020, UCNSB approved the overall budget to reconstruct the lift station and rehabilitate the gravity sanitary sewer (GSS) in system 12 in the amount of $1,860,000. This included the approval of Task Authorization No. 6 for Tetra Tech for the design, surveying and permitting in the amount of $95,557.00. This is being funded from W.O. #20-UP3015 and will be bridged between FY20 and FY21.

9. Field Street Capacitor Bank – On April 27, 2020, Commission approved the budget for this project for the FY20-FY21 in the amount of $917,055.00. The total project cost is $953,710 funded by W.O #20-UE1007 with $917,055 budgeted for FY20-FY21 and $36,654 having already been spent in FY19. The Commission also awarded the construction contract to Sayers Construction, Inc. in the amount of $773,624.98. Contract documents have been mailed out to the contractor.

10. Glencoe Wells 2 and 3 Upgrade – On April 27, 2020 UCNSB approved this project in the amount of $273,000.00. This project will replace the existing buildings housing these two wells as they were deemed by the Florida Department of Health as deficient and beyond repair. Task Authorization No. 10 for CPH, Inc. was also approved in the amount of $89,545.00 for design and post design services. The total project cost is will be funded by W.O. #20-UW2013 and be bridged between FY20 and FY21.

Interagency Projects Update - City:

1. Fire Hydrant Flow Testing – Project is ongoing.
ENGINEERING DEPARTMENT (cont.):

Interagency Projects Update - County:
1. 10th Street Widening (Myrtle Ave. to U.S. 1) – Pike Engineering will evaluate the proposed use of 50’ concrete pole specs at eight (8) locations associated with the relocation of the electric infrastructure due to the roadway improvements along 10th Street. On March 25, 2020 Task Authorization #2 for Pike Engineering was executed in the amount of $5,900 which will be funded by W.O.# 20-UE1011.

Interagency Projects Update - FDOT:
1. U.S. 1 and Canal Street – FDOT Utility Work by Highway Agreement (at Utility Expense), Three Party Escrow Agreement. FDOT Project - All official communications by FDOT. Project is coming to a close.

2. Barracuda Bridge Replacement – On April 27, 2020 the UCNSB approved the overall budget for this project in the amount of $2,432,685 (water - $1,066,000; wastewater - $1,076,685; and electric - $290,000). UCNSB also ratified Task Authorization No. 4 for additional work with Tetra Tech in the amount of $68,042, previously executed by the General Manager/CEO. This project will be funded by W.O. #’s 20-UW2011, 20-UP3009 and 20-UE1013.

GIS:
1. Ongoing daily updating/editing of electric, potable water, reuse, wastewater databases and maps and electric distribution and feeder maps.

2. Pike continues to work on pole replacement reject poles in the system. Pole data is being updated as work orders and maps are returned. In the month of April, 14 poles were replaced by Pike.

3. Electric dataset was edited. Thirteen (13) new transformers were added and three (3) were replaced. Added 54 new services and corrected 159. In addition, 15 new poles were added, replaced 21, and removed 7. One (1) new streetlight was added and twenty-three (23) were updated to LEDs.

4. Continued gathering data for existing Direct Bury primary conductors for older subdivisions and condos. There is approximately 110,000 LF (~21 miles) total of direct buried cable in 79 subdivisions and condos built before 1993.

5. ArcGIS Enterprise – A new Landbase Title Package was created and all web and offline maps were updated with new mobile map packages.

6. Began tracing and collecting outage data from December 2019 to March 2020 from Outage Cards received from System Ops. GIS is preparing detailed outage summary tables for each month and extracting DBF files for each incident.

7. Water System alignments – Updated hydrant, valve and water main locations using GPS locates provided by contractors and field staff.

Developer Projects:
1. Coastal Woods Unit D – State permitting has been authorized by the U.C. for the developers to expedite to respective state agencies. Pre-Construction meeting was held April 2, 2020.
ENGINEERING DEPARTMENT – Developer Projects (cont.):

2. Coastal Woods Commercial 1A - Gravity sewer main work to begin soon, including a jack and bore of a 10” gravity sewer main under Sugar Mill Road. Shop drawings reviewed. Reviewing replat approval to accommodate the site geometry for 7-Eleven.

3. Coastal Woods Multi-family (renamed The Cove): 270-unit apartments. Reviewing replat submittal where land was removed from this project and given to Advent Health parcel. Site plan approved. Developer’s Agreement issued and authorized. Beginning construction of water main and reclaim main to serve site and relocate existing reclaim main out of Volusia County’s ROW prior to rebuild of impacted section of the road by the County.

4. The Palms Phase 3 – Project has been completed.

5. Tractor Supply Co. – Water and sewer 90% completed. Poles relocation completed.

6. Beacon Apartments – Project under construction. Water and sewer 90% completed. Electric conduit and poles relocation 90% completed. Off-site poles relocation and OH to URD conversation is completed.

7. Oak Leaf Preserve – Electrical design is 100% complete.

8. Isles at Venetian Bay – Project under construction. Revised electric plan to accommodate developer request.


New Business:

1. Attended a City Technical Review Staff (TRS) meeting in April to discuss the following projects:
   • SP-2-20 – Chevrolet Parking Lot
   • SP-3-20 – Volusia County Mosquito Control
   • S-1-20 – Coastal Woods MF (replat)
   • PUD-1-20 – 2nd Amendment to Ocean Way MDA

2. Attended Pre-Site Plan (Application submittal), City Ready/Due Diligence Meetings to discuss the following project:
   • Michelle Widick, P.E. Zev Cohen – Shell Pointe Colony (NE of Venetian Bay) – 312 single family lots

3. Developer’s Agreement and Addendum approved pending payment of fees:
   • Saint James Estates Subdivision (St. James Estates, LLC) – Dec. 2017
   • N. Causeway Townhomes (Silvestri Investments of Florida, Inc.) – Feb. 2019
   • The Palms Phase 5 (Palms Land Holdings, LLC)– July 2019 – Revised for Temp. Deferral of Infrastructure Fees on 3-23-20
   • Coastal Woods Amenity Center (GEOSAM)– Sept. 2019 - Revised for Temp. Deferral of Infrastructure Fees on 3-23-20 – Inspection Fees Paid 4-2-20
   • Coastal Woods Unit D (GEOSAM) – Jan. 2020 - Revised for Temp. Deferral of Infrastructure Fees on 3-23-20
   • Coastal Woods, Commercial Phase 1B (GEOSAM) – Feb. 2020 - Revised for Temp. Deferral of Infrastructure Fees on 3-23-20
ENGINEERING DEPARTMENT – New Business (cont.):

4. Submitted City of NSB Right-of-Way Use Permits for following project:
   • 516 Magnolia Street – City R/W permit – Irrigation Water Service

5. The following Demolition Notification Requests processed during this month:
   • 110 Florida Ave
   • 308 Florida Ave
   • 806 E 25th Ave

6. Pre-construction Meeting:
   • Coastal Woods MF
   • Coastal Woods Unit D
   • Sporty Carwash

7. Water Main Extension Costs Paid:
   • One (1) for this period

New Projects:

Table 1 – Service and Meter Set Fees Paid:

<table>
<thead>
<tr>
<th>Description</th>
<th>April</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Capacity Fees Based on 5/8” Meter</td>
<td>31</td>
</tr>
<tr>
<td>Water Capacity Fees Based on 1” Meter</td>
<td>1</td>
</tr>
<tr>
<td>Water Capacity Fees Based on 1.5” Meter</td>
<td>1</td>
</tr>
<tr>
<td>Water Capacity Fees Based on 2” Meter</td>
<td>4</td>
</tr>
<tr>
<td>Water Capacity Fees</td>
<td>5</td>
</tr>
<tr>
<td>Wastewater Capacity Fees Based on 5/8” Meter</td>
<td>30</td>
</tr>
<tr>
<td>Wastewater Capacity Fees Based on 1.5” Meter</td>
<td>1</td>
</tr>
<tr>
<td>Wastewater Capacity Fees</td>
<td>5</td>
</tr>
<tr>
<td>Reclaimed Water Capacity Fees Based on ¾” Meter</td>
<td>16</td>
</tr>
<tr>
<td>Reclaimed Water Capacity Fees Based on 1.5” Meter</td>
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<td>Reclaimed Water Capacity Fees</td>
<td>4</td>
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<tr>
<td>Irrigation Capacity Fees Based on 5/8” Meter</td>
<td>2</td>
</tr>
<tr>
<td>Meter Setting Fees for Water – 5/8” Meter</td>
<td>52</td>
</tr>
<tr>
<td>Meter Setting Fees for Water – 1” Meter</td>
<td>3</td>
</tr>
<tr>
<td>Meter Setting Fees for Water – 2” Meter</td>
<td>4</td>
</tr>
<tr>
<td>Meter Setting Fees for Irrigation – 5/8” Meter</td>
<td>2</td>
</tr>
<tr>
<td>Meter Setting Fees for Irrigation – 1” Meter</td>
<td>2</td>
</tr>
<tr>
<td>Meter Setting Fees for Reclaimed – 3/4” Meter</td>
<td>19</td>
</tr>
<tr>
<td>Temporary Underground Electric Services</td>
<td>9</td>
</tr>
<tr>
<td>Permanent Underground Electric Services</td>
<td>36</td>
</tr>
<tr>
<td>Temporary Overhead Electric</td>
<td>1</td>
</tr>
</tbody>
</table>
ENGINEERING DEPARTMENT – New Business (cont.):

Table 2 – Requests for New Service (2018-2020):

<table>
<thead>
<tr>
<th></th>
<th>No. of New Homes</th>
<th>No. of Condo Units</th>
<th>No. of Town Home Units</th>
<th>2019</th>
<th>No. of New Homes</th>
<th>No. of Condo Units</th>
<th>No. of Town Home Units</th>
<th>2020</th>
<th>No. of New Homes</th>
<th>No. of Condo Units</th>
<th>No. of Town Home Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan.</td>
<td>12</td>
<td>0</td>
<td>0</td>
<td>Jan.</td>
<td>17</td>
<td>5</td>
<td>0</td>
<td>Jan.</td>
<td>20</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Feb.</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>Feb.</td>
<td>39</td>
<td>0</td>
<td>0</td>
<td>Feb.</td>
<td>16</td>
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<tr>
<td>March</td>
<td>12</td>
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<td>16</td>
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<td>March</td>
<td>41</td>
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<tr>
<td>April</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>April</td>
<td>23</td>
<td>0</td>
<td>0</td>
<td>April</td>
<td>33</td>
<td>254</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>12</td>
<td>0</td>
<td>0</td>
<td>May</td>
<td>71</td>
<td>229</td>
<td>0</td>
<td>May</td>
<td>110</td>
<td>254</td>
<td>0</td>
</tr>
<tr>
<td>June</td>
<td>18</td>
<td>0</td>
<td>0</td>
<td>June</td>
<td>48</td>
<td>0</td>
<td>5</td>
<td>June</td>
<td>546</td>
<td>312</td>
<td>10</td>
</tr>
<tr>
<td>July</td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>July</td>
<td>37</td>
<td>0</td>
<td>0</td>
<td>July</td>
<td>110</td>
<td>254</td>
<td>0</td>
</tr>
<tr>
<td>Aug.</td>
<td>10</td>
<td>9</td>
<td>0</td>
<td>Aug.</td>
<td>50</td>
<td>78</td>
<td>5</td>
<td>Aug.</td>
<td>110</td>
<td>254</td>
<td>0</td>
</tr>
<tr>
<td>Sept.</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>Sept.</td>
<td>51</td>
<td>0</td>
<td>0</td>
<td>Sept.</td>
<td>110</td>
<td>254</td>
<td>0</td>
</tr>
<tr>
<td>Oct.</td>
<td>33</td>
<td>0</td>
<td>0</td>
<td>Oct.</td>
<td>101</td>
<td>0</td>
<td>0</td>
<td>Oct.</td>
<td>110</td>
<td>254</td>
<td>0</td>
</tr>
<tr>
<td>Nov.</td>
<td>22</td>
<td>0</td>
<td>0</td>
<td>Nov.</td>
<td>28</td>
<td>0</td>
<td>0</td>
<td>Nov.</td>
<td>110</td>
<td>254</td>
<td>0</td>
</tr>
<tr>
<td>Dec.</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>Dec.</td>
<td>65</td>
<td>0</td>
<td>0</td>
<td>Dec.</td>
<td>110</td>
<td>254</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>181</td>
<td>9</td>
<td>0</td>
<td>TOTAL</td>
<td>546</td>
<td>312</td>
<td>10</td>
<td>TOTAL</td>
<td>110</td>
<td>254</td>
<td>0</td>
</tr>
</tbody>
</table>

CENTRAL SERVICES DEPARTMENT

Human Resources

General:
Reference Metrics books for information related to Turnover, Customer to Employee Ratio, Employee Headcount Budgeted vs. Actual, Recruitment, and Absence Rate.

Payroll and Benefits:
Payroll is being processed remotely due to COVID-19 remote work implementation. The process has been smooth with no interruptions to normal pay processes.

Employee Health & Wellness:
April’s Workplace Wellness took the form of an attachment to April 30th’s “In The Know” outlining ways of “Staying Sane During a Pandemic”

Employee Training & Development:
Due to the current COVID-19 pandemic, training scheduled for Peer to Leadership and all additional training sessions have been postponed.

Community Relations:
Published communications for various printed materials, social media platforms, UC website, and radio. Communications focused on COVID-19 topics, UC meeting changes, and #thepositive stories in which positive stories were featured about UC employees, projects, etc., moving forward despite the pandemic.

Communicated with customers regarding water system asset sale to City of Edgewater.
CENTRAL SERVICES DEPARTMENT (cont.):

Safety & Risk Management:

Safety during the month of April held a large focus on hygiene and social distancing to protect employees against COVID-19.

Personal Protective Equipment (PPE) usage was a little different for the month of April with COVID-19 as the driver. Obtaining enough masks was a challenge; however, the UC was able to attain about 2,000 cloth masks from FEMA at no cost and had purchased previously about 500 cloth masks. The Purchasing Department also purchased sanitizer from the local distillery, and there are plenty of gloves on hand. Employees are required to wear PPE (masks and gloves) while working in spaces where social distancing cannot be maintained.

Engaged with the Safety Consultant to develop plan and timeline; however, the project is on hold pending the return to normal operations, as this project involves active engagement and time from numerous employees.

UCNSB earned the American Public Power Association’s Safety Award of Excellence for safe operating practices in 2019. Of the 335 utilities who entered the annual event, 125 were selected to receive the award. Utilities who earn this award prove that protecting the safety of their employees is a top priority.


Fleet and Facilities Management:

Following charts, on next pages, display information related to maintenance on the UC’s fleet and is broken down as follows:

Number of UC’s Fleet serviced in the month.

Type of service performed: Preventative Maintenance (PM), Corrective Maintenance (CM), and Other (includes, decal placement, reflective tape, decommissions, recalls, and warranties).

Severity of Corrective Maintenance: High, Mid, and Low – defined by cost.

Services by Department – shows by number, what portion of services for each department.
CENTRAL SERVICES DEPARTMENT - Fleet & Facilities (cont.):

Chart reflects the number of vehicles serviced in the month, compared with total vehicles in the UC’s fleet.

Services in each category: preventative maintenance (PM), corrective maintenance (CM), and other (e.g., adding decals, reflective tape, decommission, warranty, and recalls, etc.). Shown as number of vehicles.
CENTRAL SERVICES DEPARTMENT - Fleet & Facilities (cont.):

Breakout of Corrective Maintenance displayed by severity (shown as the number of vehicles). Severity is defined by cost of service.

Shows breakdown of the number of vehicles and type of service by department.

Joseph Bunch,
General Manager/CEO
AGENDA ITEM 4-a

CONSENT ITEM FOR MEETING OF: May 26, 2020

NEW BUSINESS FROM: Director of Finance/CFO

OLD BUSINESS SIGNATURE: Efren Chavez

☑ General Manager's Report EXHIBITS: April 2020 Financial Statement

SUBJECT: April 2020 Monthly Financial Statement

SUMMARY:


RECOMMENDED ACTION:

Acceptance of April 2020 Financial Statement.

GM/CEO Joseph Bunch

NOTE: ALL AGENDA ITEMS MUST BE IN THE GENERAL MANAGER'S OFFICE BY NOON MONDAY TO FRIDAY TWO WEEKS PRIOR TO THE REGULAR MONDAY COMMISSION MEETING.
Summary of Significant Accounting Policies

The accounting policies of the Utilities Commission conform to the generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, the Financial Accounting Standards Board, the Federal Energy Regulatory Commission and the Governmental Accounting Standards Board. The following is a summary of the significant policies:

Reporting Entity

The Utilities Commission, City of New Smyrna Beach, Florida was created in 1967 through the passage of Chapter 67-1754, Laws of Florida, Special Acts of 1967 (House Bill 1669) which amended the Charter of the City of New Smyrna Beach. The special act was approved by a referendum vote of the people. Pursuant to Chapter 67-1754, the Commission has full and exclusive authority to the extent permitted by law over the management, operation and control of the City’s electric, water, and reclaimed water systems. On May 28, 1975, the Utilities Commission, City of New Smyrna Beach, Florida, passed Resolution Number 16-75, which established the electric, water, and reclaimed water systems as a single utility fund. This utility fund is accounted for as an enterprise fund.

Basis of Accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. The Utilities Commission, City of New Smyrna Beach, utilizes the accrual basis of accounting. By utilizing this method, revenues are recognized as they are earned, and expenses are recognized as they are incurred. Unbilled electric, water and reclaimed water utility service receivables are recorded so as to provide a better matching of service with the costs of providing the service.

Charter and Resolution 28-78

The Utilities Commission was duly created and validly exists under and by virtue of Chapters 67-1754 and 85-503, Laws of Florida. UC Resolution No. 28-78, the “Governing Resolution” contains and states the Utilities Commission’s bond covenants, terms and provisions, i.e., use of funds, rates and collection enforcement, maintenance of system, no free service, etc.

Utility Plant

The cost of additions, replacements, and renewals of units of property is added to utility plant. The cost (estimated, if not known) of units of property retired, less net salvage, is charged to accumulated depreciation and credited to the appropriate asset account. Maintenance and repairs of property and replacements and renewals of items determined to be less than units of property are charged to maintenance expenses. Depreciation is provided for by utilization of the straight-line method calculated on a service-life basis to amortize the cost of the asset over the economic estimated useful lives.

Accounts Receivable

As of April 30, 2020, the allowance for doubtful accounts was $88,296. This is an estimate of uncollectable customer accounts receivable based on historical trends.

Other Receivable

As of April 30, 2020, Other Receivable – Disaster Assistance (Net) was $304,929. This is an estimate of FEMA and State receivable primarily due to Hurricane Irma.
Unbilled Accounts Receivable
As of April 30, 2020, Unbilled Accounts Receivable was $2,996,728. The ($6,956,963) over recovery of fuel costs is separately stated.

Inventory of Material and Supplies
The inventory is priced at cost by the use of the “First-in, first-out” method of accounting.

Electric line transformers, electric meters, water meters, and replacement units for the diesel generating plants are classified as utility plant in accordance with accepted industry practices set forth by the National Association of Regulatory Utility Commissions.

Contribution-In-Aid-of-Construction (CIAC) includes a dollar valuation of non-cash contributed capital assets. These assets are accounted for in Forecast Report under R&R Contribution and on the Statement of Revenue Expenses and Changes in Net Assets under Capital Contributions. A total of $0 was contributed for the Combined System a detailed breakdown is listed below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$0</td>
</tr>
<tr>
<td>Water</td>
<td>$0</td>
</tr>
<tr>
<td>Wastewater</td>
<td>$0</td>
</tr>
</tbody>
</table>

Long-Term Debt
Long-term debt outstanding at April 30, 2020 is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities System Refunding Revenue Certificates, Series 2009 – 3.96% due</td>
<td>$ 0.00</td>
<td>$1,900,000</td>
</tr>
<tr>
<td>serially to 2020, debt service requirements allocated as follows: Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50.66%, Water 15.69%, and Reclaimed 33.65%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities System Refunding Revenue Certificates, Series 2013A – 2.26% due</td>
<td>$7,830,000</td>
<td>$8,840,000</td>
</tr>
<tr>
<td>serially to 2027, debt service requirements allocated as follows: Reclaimed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities System Refunding Revenue Certificates, Series 2013B – 2.32% due</td>
<td>$5,730,000</td>
<td>$6,485,000</td>
</tr>
<tr>
<td>serially to 2027, debt service requirements allocated as follows: Water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL OUTSTANDING LONG-TERM DEBT</td>
<td>$13,560,000</td>
<td>$17,225,000</td>
</tr>
</tbody>
</table>
Current Maturities:

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series 2009 Certificates</td>
<td>$1,900,000</td>
<td>$3,325,000</td>
</tr>
<tr>
<td>Series 2011 Certificates</td>
<td>$0.00</td>
<td>$1,190,000</td>
</tr>
<tr>
<td>Series 2013A Certificates</td>
<td>$1,010,000</td>
<td>$280,000</td>
</tr>
<tr>
<td>Series 2013B Certificate</td>
<td>$755,000</td>
<td>$725,000</td>
</tr>
<tr>
<td><strong>CURRENT MATURITIES</strong></td>
<td><strong>$3,665,000</strong></td>
<td><strong>$5,520,000</strong></td>
</tr>
<tr>
<td><strong>LONG-TERM PORTION OF DEBT</strong></td>
<td><strong>$13,560,000</strong></td>
<td><strong>$17,225,000</strong></td>
</tr>
<tr>
<td><strong>TOTAL DEBT</strong></td>
<td><strong>$17,225,000</strong></td>
<td><strong>$22,745,000</strong></td>
</tr>
</tbody>
</table>

Summary of the Debt Service Requirements Allocated by Issues:

<table>
<thead>
<tr>
<th>Series</th>
<th>Electric</th>
<th>Water</th>
<th>Reclaimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>50.66%</td>
<td>15.69%</td>
<td>33.65%</td>
</tr>
<tr>
<td>2013A</td>
<td></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>2013B</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The authorization for all outstanding certificates and all subsequent issues provides that the Utilities Commission will not issue additional obligations except for the construction and acquisition of additions, extensions, and improvements to the system or for refunding purposes and except upon the conditions provided in the authorizing resolution.

The payment of the principal of and interest on the 2009, 2013A, and 2013B Certificates referred to herein are secured by a first lien on and a pledge of the net revenues of the system on a parity with all outstanding certificates. These Certificates do not constitute general indebtedness of the Utilities Commission or the City of New Smyrna Beach, Florida (City) and the City is not obligated to levy any taxes for the payment thereof.

Under the terms of its long-term debt agreements, the Utilities Commission has agreed to maintain certain restricted funds and to comply with the covenants contained in such agreements. Certain of these agreements contain the following provision relating to the right of the obligation holder:

“Any holder of certificates or any coupons appertaining hereto issued under the provision hereof or any trustee acting for the holders of such certificates may by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, or granted and contained herein, and may enforce and compel the performance of all duties herein required or by any applicable statutes to be performed by the Commission or by any officer thereof. Nothing herein, however, shall be construed to grant to any holder of the certificates any lien on any real property of the Commission or the City.”
COMMITMENTS

Construction Work-In-Progress: As of April 30, 2020, approximately 16.7 million of construction work-in-progress consisted primarily of the engineering, planning and construction cost. As a result of these ongoing construction activities, the Utilities Commission has unrecognized commitments.

RATE COMPARISON

The Utilities Commission’s electric rates continue to be among the lowest in the state for residential consumers of municipal utilities. With the October 2016 reduction in the Fuel and Purchase Power rate, a U.C. customer who uses 1,200 kWh per month has a monthly bill of $124.61, which is the eighth lowest in the State, according to the March 2020 survey published by the Florida Municipal Electric Association. This rate compares favorably to investor-owned utilities as well.

A U.C. commercial customer fairs similarly well. A non-demand 1,500 kWh per month commercial customer has a monthly bill of $151.82, which is the fourth lowest in the State for municipal utilities.

The Utilities Commission’s water resources rates also remain very competitive. Based upon a 2019 rate survey by the St. John’s River Water Management District, the U.C.’s water and reclaimed rates for a 4,000 gallon per month residential user, of $15.99 and $34.89, respectively, are the lowest in water and third lowest in water/reclaimed combined rates as compared to other east Volusia coastal cities*. (*comparable water source and treatment levels)

For commercial water and reclaimed rates for a typical 8,000 gallon per month user, of $24.48 and $60.53, respectively, the U.C.’s commercial rates are the third lowest for water/reclaimed combined when compared to the east Volusia coastal cities.

DEFINITIONS

Operating Expenses

Fuel & Purchased Power Expense – This line item encompasses the costs of electricity purchased by the Utilities Commission for resale to its customers.

Other Production Expense – This category includes the cost of labor, materials and associated expenses to produce an end utility deliverable for customer utilization.
  • For the Electric system, expenses are associated primarily with in-house generation and System Operations salaries.
  • For the Water system, expenses are to produce potable water for customers, including maintenance of water treatment equipment.

Transmission, Distrib. & Collection – This category contains the cost of labor, materials and associated expenses to transfer an end utility deliverable between an originating processing point, to/from end consumers.
  • For the Electric system, this incorporates maintenance of: poles, overhead/underground lines, and substations & relays.
  • For the Water system, this involves maintenance of mains, hydrants and meters.
  • For the Reclamation system, this takes into account all reclaimed treatment expenses, as well as, maintenance of sewer lines and treatment equipment.

Customer Accounting – This line item consists of the cost of labor, materials and associated expenses to read a customer’s meter, generate and collect a monthly bill, and provide customer service.
Administrative and General - This category comprises the cost of labor, materials and expenses associated with general administration of the Utility Commission's operations, including: General Manager, Information Technology, Human Relations, Engineering, Accounting and Materials Management.

Required Payments to City of NSB – This line item contains the 6% of revenues levy (pursuant to UC Charter) paid directly to the City.

Depreciation and Amortization – This line item shows the expense of depreciation of Utility property over their estimated useful lives.
## Financial Highlights

### Combined Financial Highlights

<table>
<thead>
<tr>
<th></th>
<th>YTD April, 2020</th>
<th>YTD April, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenues</strong></td>
<td>$31,354,473</td>
<td>$31,927,004</td>
<td>-1.79%</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td>33,193,670</td>
<td>32,923,830</td>
<td>0.82%</td>
</tr>
<tr>
<td><strong>Interest &amp; other income</strong></td>
<td>660,371</td>
<td>974,973</td>
<td>-32.27%</td>
</tr>
<tr>
<td><strong>Interest Expense &amp; other non-operating expenses</strong></td>
<td>502,661</td>
<td>607,251</td>
<td>-17.22%</td>
</tr>
<tr>
<td><strong>Income before contributions</strong></td>
<td>(1,681,487)</td>
<td>(629,104)</td>
<td>167.28%</td>
</tr>
<tr>
<td><strong>Capital Contributions</strong></td>
<td>2,906,511</td>
<td>7,864,626</td>
<td>-63.04%</td>
</tr>
<tr>
<td><strong>Utility plant, net</strong></td>
<td>195,038,594</td>
<td>184,063,907</td>
<td>5.96%</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>237,365,773</td>
<td>233,649,140</td>
<td>1.59%</td>
</tr>
<tr>
<td><strong>Long-term debt, net</strong></td>
<td>13,560,000</td>
<td>17,225,000</td>
<td>-21.28%</td>
</tr>
<tr>
<td><strong>Net assets</strong></td>
<td>203,254,193</td>
<td>195,709,918</td>
<td>3.85%</td>
</tr>
</tbody>
</table>

**Debt Service Coverage Ratio***: 3.28 to 2.19 (49.89%)

*(Note: Ratio formula is fiscal YTD net revenues divided by fiscal YTD debt service requirements)*

### Electric Financial Highlights

<table>
<thead>
<tr>
<th></th>
<th>YTD April, 2020</th>
<th>YTD April, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenues</strong></td>
<td>$20,723,403</td>
<td>$21,591,444</td>
<td>-4.02%</td>
</tr>
<tr>
<td><strong>Fuel &amp; Purchased Power Expense</strong></td>
<td>9,542,549</td>
<td>10,321,527</td>
<td>-7.55%</td>
</tr>
<tr>
<td><strong>Operating &amp; Maintenance Expense</strong></td>
<td>12,750,214</td>
<td>12,766,100</td>
<td>-0.12%</td>
</tr>
<tr>
<td><strong>Change in Net Assets</strong></td>
<td>(928,523)</td>
<td>115,075</td>
<td>-906.89%</td>
</tr>
</tbody>
</table>

### Water Financial Highlights

<table>
<thead>
<tr>
<th></th>
<th>YTD April, 2020</th>
<th>YTD April, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenues</strong></td>
<td>$4,700,349</td>
<td>$4,615,545</td>
<td>1.84%</td>
</tr>
<tr>
<td><strong>Operating &amp; Maintenance Expense</strong></td>
<td>5,317,157</td>
<td>4,892,550</td>
<td>8.68%</td>
</tr>
<tr>
<td><strong>Change in Net Assets</strong></td>
<td>523,535</td>
<td>2,304,756</td>
<td>-77.28%</td>
</tr>
</tbody>
</table>

### Reclamation Financial Highlights

<table>
<thead>
<tr>
<th></th>
<th>YTD April, 2020</th>
<th>YTD April, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenues</strong></td>
<td>$5,930,722</td>
<td>$5,720,014</td>
<td>3.68%</td>
</tr>
<tr>
<td><strong>Operating &amp; Maintenance Expense</strong></td>
<td>5,583,749</td>
<td>4,943,654</td>
<td>12.95%</td>
</tr>
<tr>
<td><strong>Change in Net Assets</strong></td>
<td>1,630,014</td>
<td>4,815,689</td>
<td>-66.15%</td>
</tr>
</tbody>
</table>

### Notes:

The Apr 2020 YTD Electric System Change in Net Assets of ($0.9M) was lower than the prior year driven by decreased operating revenues and lower capital contributions partially offset by lower operating expenses and one-time AT&T pole rental settlement of $0.275M. Apr YTD revenues are lower than the prior year primarily due to the purchased power adjustment. Total kWh sales are up 3.5% from prior year.

The Apr 2020 YTD Water System Change in Net Assets of $0.5M was approximately $1.8M less than prior year driven by lower capital contributions and higher operating expenses. Apr 2020 YTD revenues are slightly higher than prior year YTD revenues. Kilogallon sales are flat to the prior year.

The Apr 2020 YTD Wastewater/Reclaim System Change in Net Assets of $1.6M was approximately $3.2M less than the prior year driven by lower capital contributions and increased operating expenses offset by slightly higher revenues. Apr YTD wastewater/reuse kilogallon sales and revenues are higher than the prior year.
# Statistical Highlights

## Electric Statistical Highlights

<table>
<thead>
<tr>
<th></th>
<th>April, 2020</th>
<th>April, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales (kWh)</td>
<td>32,302,642</td>
<td>27,580,567</td>
<td>17.12%</td>
</tr>
<tr>
<td>Demand Sales (kWh)</td>
<td>9,613,336</td>
<td>9,370,285</td>
<td>2.59%</td>
</tr>
<tr>
<td>Total Active Accounts</td>
<td>29,430</td>
<td>28,656</td>
<td>2.70%</td>
</tr>
<tr>
<td>Average Residential Use (kWh)</td>
<td>868</td>
<td>713</td>
<td>21.66%</td>
</tr>
<tr>
<td>Average Residential Revenue per kWh</td>
<td>$ 0.1050</td>
<td>$ 0.1062</td>
<td>$(0.0012)</td>
</tr>
</tbody>
</table>

## Water Statistical Highlights

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales (kilogallons)</td>
<td>155,882</td>
<td>140,209</td>
<td>11.18%</td>
</tr>
<tr>
<td>Total Active Accounts</td>
<td>28,077</td>
<td>27,255</td>
<td>3.02%</td>
</tr>
<tr>
<td>Average Usage per Account (gallons)</td>
<td>5,552</td>
<td>5,144</td>
<td>7.92%</td>
</tr>
<tr>
<td>Average Revenue per gallon</td>
<td>$ 0.0045</td>
<td>$ 0.0046</td>
<td>$(0.0001)</td>
</tr>
</tbody>
</table>

## Wastewater Statistical Highlights

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales</td>
<td>89,749</td>
<td>84,360</td>
<td>6.39%</td>
</tr>
<tr>
<td>Total Active Accounts</td>
<td>22,751</td>
<td>21,981</td>
<td>3.50%</td>
</tr>
<tr>
<td>Average Usage per Account (gallons)</td>
<td>3,945</td>
<td>3,838</td>
<td>2.79%</td>
</tr>
<tr>
<td>Average Revenue per gallon</td>
<td>$ 0.0090</td>
<td>$ 0.0092</td>
<td>$(0.0002)</td>
</tr>
</tbody>
</table>

## Reuse Statistical Highlights

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales (kilo gallons)</td>
<td>69,347</td>
<td>58,780</td>
<td>17.98%</td>
</tr>
<tr>
<td>Total Active Accounts</td>
<td>3,027</td>
<td>2,528</td>
<td>19.74%</td>
</tr>
<tr>
<td>Average Usage per Account (gallons)</td>
<td>22,909</td>
<td>23,252</td>
<td>-1.47%</td>
</tr>
<tr>
<td>Average Revenue per gallon</td>
<td>$ 0.0012</td>
<td>$ 0.0013</td>
<td>$(0.0000)</td>
</tr>
</tbody>
</table>

Current Ratio                   | 1.54   |          |               |
Year to Date Margin Per Account

Electric: $(53.55)
Water: $(22.06)
Wastewater: $13.59
System: $(62.03)

Seven Months Ended - April 30, 2020
$(62.03)
<table>
<thead>
<tr>
<th>ELECTRIC</th>
<th>KWH SALES</th>
<th>NO. ACCTS BILLED</th>
<th>REVENUE (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Apr-20</td>
<td>Apr-19</td>
<td>% (Change +/−)</td>
</tr>
<tr>
<td>Residential</td>
<td>22,419,407</td>
<td>17,945,178</td>
<td>24.93%</td>
</tr>
<tr>
<td>General Services</td>
<td>9,613,336</td>
<td>9,370,285</td>
<td>2.59%</td>
</tr>
<tr>
<td>Street Lights</td>
<td>269,899</td>
<td>265,104</td>
<td>1.81%</td>
</tr>
<tr>
<td>Total</td>
<td>32,302,642</td>
<td>27,580,567</td>
<td>17.12%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WATER</th>
<th>M. GAL SALES</th>
<th>NO. ACCTS BILLED</th>
<th>REVENUE (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Apr-20</td>
<td>Apr-19</td>
<td>% (Change +/−)</td>
</tr>
<tr>
<td>Metered Sales</td>
<td>155,882</td>
<td>140,209</td>
<td>11.18%</td>
</tr>
<tr>
<td>Hydrants</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total</td>
<td>155,882</td>
<td>140,209</td>
<td>11.18%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WASTEWATER</th>
<th>NO. ACCTS BILLED</th>
<th>REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic &amp; Commer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apr-20</td>
<td>Apr-19</td>
<td>% (Change +/-)</td>
</tr>
<tr>
<td>22,751</td>
<td>21,981</td>
<td>3.50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WATER REUSE</th>
<th>NO. ACCTS BILLED</th>
<th>REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic &amp; Commer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apr-20</td>
<td>Apr-19</td>
<td>% (Change +/-)</td>
</tr>
<tr>
<td>3,027</td>
<td>2,528</td>
<td>19.74%</td>
</tr>
</tbody>
</table>

Fuel and Purchased Power Adjustment
April-20 $22.68 per 1,000 kWh
April-19 $22.68 per 1,000 kWh
(1) Net of Load Management Credits
April-20 (15,436.16)
April-19 (14,991.48)
### UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA
STATEMENT OF NET ASSETS (UNAUDITED)
For the Seven Months Ending April 30, 2020

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>20</th>
<th>19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UTILITY PLANT IN SERVICE:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Plant</td>
<td>$109,723,344</td>
<td>$105,156,585</td>
</tr>
<tr>
<td>Water Plant</td>
<td>75,466,679</td>
<td>72,541,081</td>
</tr>
<tr>
<td>Wastewater/Reclamation Plant</td>
<td>79,024,372</td>
<td>74,938,936</td>
</tr>
<tr>
<td>Water Reuse Plant</td>
<td>15,871,757</td>
<td>15,486,326</td>
</tr>
<tr>
<td>General Plant</td>
<td>43,311,312</td>
<td>40,592,194</td>
</tr>
<tr>
<td>Less Accumulated Depreciation and Amortization</td>
<td>(145,056,105)</td>
<td>(138,449,077)</td>
</tr>
<tr>
<td><strong>Construction Work in Progress</strong></td>
<td>178,341,359</td>
<td>170,266,045</td>
</tr>
<tr>
<td><strong>TOTAL UTILITY PLANT (NET)</strong></td>
<td>195,038,594</td>
<td>184,063,907</td>
</tr>
<tr>
<td><strong>RESTRICTED ASSETS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service Funds</td>
<td>2,176,512</td>
<td>3,275,984</td>
</tr>
<tr>
<td>Renewal &amp; Replacement Fund-Unrestricted</td>
<td>10,765,199</td>
<td>18,351,965</td>
</tr>
<tr>
<td>Renewal &amp; Replacement Fund-Restricted</td>
<td>14,515,199</td>
<td>12,018,194</td>
</tr>
<tr>
<td>Developer Infrastructure Fund</td>
<td>3,191,940</td>
<td>3,791,692</td>
</tr>
<tr>
<td>1981 Sewer Assessment Fund</td>
<td>49,660</td>
<td>49,241</td>
</tr>
<tr>
<td>Customer Deposit Fund</td>
<td>3,202,376</td>
<td>3,172,094</td>
</tr>
<tr>
<td><strong>TOTAL RESTRICTED ASSETS</strong></td>
<td>33,900,886</td>
<td>40,659,170</td>
</tr>
<tr>
<td><strong>CURRENT ASSETS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>4,476,913</td>
<td>1,305,898</td>
</tr>
<tr>
<td>Accounts Receivable (Net)</td>
<td>2,910,625</td>
<td>2,317,048</td>
</tr>
<tr>
<td>Other Receivable - Disaster Assistance (Net)</td>
<td>304,929</td>
<td>842,766</td>
</tr>
<tr>
<td>Unbilled Accounts Receivable</td>
<td>2,996,728</td>
<td>2,854,883</td>
</tr>
<tr>
<td>(Over) Under Recovery Fuel Cost</td>
<td>(6,956,963)</td>
<td>(2,648,168)</td>
</tr>
<tr>
<td>Inventories</td>
<td>2,504,831</td>
<td>2,163,795</td>
</tr>
<tr>
<td>Prepaid Expenses and Other Assets</td>
<td>411,337</td>
<td>441,228</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td>6,648,400</td>
<td>7,277,450</td>
</tr>
<tr>
<td><strong>DEFERRED CHARGES AND OTHER NON CURRENT ASSETS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Outflows on Pensions</td>
<td>874,526</td>
<td>869,386</td>
</tr>
<tr>
<td>Deferred Charges &amp; Other Assets</td>
<td>903,367</td>
<td>779,227</td>
</tr>
<tr>
<td><strong>TOTAL DEF. CHARGES AND OTHER ASSETS</strong></td>
<td>1,777,893</td>
<td>1,648,613</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>$237,365,773</td>
<td>$233,649,140</td>
</tr>
</tbody>
</table>

-10-
# UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA
STATEMENT OF NET ASSETS (UNAUDITED)
For the Seven Months Ending April 30, 2020

<table>
<thead>
<tr>
<th>LIABILITIES AND NET ASSETS</th>
<th>20</th>
<th>19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET ASSETS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invested in Utility Plant, Net of Related Debt</td>
<td>$111,027,007</td>
<td>$111,027,007</td>
</tr>
<tr>
<td>Restricted for Debt Service</td>
<td>12,539,107</td>
<td>12,539,107</td>
</tr>
<tr>
<td>Restricted for Renewal &amp; Replacement</td>
<td>6,586,206</td>
<td>6,586,206</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>71,876,848</td>
<td>58,322,077</td>
</tr>
<tr>
<td>YTD Profit/(Loss)</td>
<td>1,225,025</td>
<td>7,235,521</td>
</tr>
<tr>
<td><strong>TOTAL NET ASSETS</strong></td>
<td>203,254,193</td>
<td>195,709,918</td>
</tr>
<tr>
<td><strong>LONG TERM DEBT:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue Certificates Payable</td>
<td>13,560,000</td>
<td>17,225,000</td>
</tr>
<tr>
<td><strong>TOTAL LONG TERM DEBT</strong></td>
<td>13,560,000</td>
<td>17,225,000</td>
</tr>
<tr>
<td><strong>RESTRICTED FUND LIABILITIES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue Certificates Payable (Current Portion)</td>
<td>3,665,000</td>
<td>5,520,000</td>
</tr>
<tr>
<td>Interest on Long Term Debt Payable</td>
<td>38,595</td>
<td>55,981</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>38,637</td>
<td>3,739</td>
</tr>
<tr>
<td>Retainage Payable</td>
<td>250,000</td>
<td></td>
</tr>
<tr>
<td>Customers Deposits</td>
<td>3,202,376</td>
<td>3,172,094</td>
</tr>
<tr>
<td>Developer Infrastructure</td>
<td>4,635,245</td>
<td>3,817,716</td>
</tr>
<tr>
<td>Deferred Inflows on Pensions</td>
<td>398,360</td>
<td>531,735</td>
</tr>
<tr>
<td><strong>TOTAL RESTRICTED FUND LIABILITIES</strong></td>
<td>12,228,213</td>
<td>13,101,265</td>
</tr>
<tr>
<td><strong>CURRENT LIABILITIES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>2,490,050</td>
<td>2,333,668</td>
</tr>
<tr>
<td>Accrued Liabilities</td>
<td>654,868</td>
<td>597,387</td>
</tr>
<tr>
<td>Due to Other Governments</td>
<td>1,183,240</td>
<td>1,090,624</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT LIABILITIES</strong></td>
<td>4,328,158</td>
<td>4,021,679</td>
</tr>
<tr>
<td><strong>OTHER NONCURRENT LIABILITIES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Compensated Absences</td>
<td>532,984</td>
<td>521,224</td>
</tr>
<tr>
<td>OPEB Obligation</td>
<td>839,814</td>
<td>697,204</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>2,622,411</td>
<td>2,372,850</td>
</tr>
<tr>
<td><strong>TOTAL OTHER NONCURRENT LIABILITIES</strong></td>
<td>3,995,209</td>
<td>3,591,278</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>34,111,580</td>
<td>37,939,222</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND NET ASSETS</strong></td>
<td>$237,365,773</td>
<td>$233,649,140</td>
</tr>
</tbody>
</table>

-11-
UTILITIES COMMISSION  
CITY OF NEW SMYRNA BEACH, FLORIDA  
STATEMENT OF REVENUE, EXPENSES, AND  
CHANGES IN NET ASSETS (UNAUDITED)  
Combined System  
For the Seven Months Ending April 30, 2020

<table>
<thead>
<tr>
<th></th>
<th>April 20</th>
<th>FISCAL YEAR TO DATE</th>
<th>April 19</th>
<th>FISCAL YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING REVENUE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>$4,981,444</td>
<td>$31,007,429</td>
<td>$4,438,582</td>
<td>$31,554,545</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>24,454</td>
<td>347,044</td>
<td>57,107</td>
<td>372,459</td>
</tr>
<tr>
<td>TOTAL OPERATING REVENUES</td>
<td>5,005,898</td>
<td>31,354,473</td>
<td>4,495,689</td>
<td>31,927,004</td>
</tr>
<tr>
<td>OPERATING EXPENSES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel &amp; Purchased Power Expense</td>
<td>1,258,122</td>
<td>9,542,549</td>
<td>1,309,735</td>
<td>10,321,527</td>
</tr>
<tr>
<td>Other Production Expense</td>
<td>662,670</td>
<td>4,513,347</td>
<td>921,520</td>
<td>5,460,949</td>
</tr>
<tr>
<td>Transmission, Distrib &amp; Coll.</td>
<td>1,020,662</td>
<td>4,813,635</td>
<td>635,731</td>
<td>4,236,249</td>
</tr>
<tr>
<td>Customer Accounting</td>
<td>174,089</td>
<td>575,783</td>
<td>147,170</td>
<td>763,348</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>1,289,947</td>
<td>4,813,635</td>
<td>817,292</td>
<td>5,599,635</td>
</tr>
<tr>
<td>Required Payments to City of NSB</td>
<td>303,367</td>
<td>2,117,831</td>
<td>270,136</td>
<td>2,047,474</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td>758,730</td>
<td>4,944,307</td>
<td>698,544</td>
<td>4,494,648</td>
</tr>
<tr>
<td>TOTAL OPERATING EXPENSES</td>
<td>5,467,587</td>
<td>33,193,670</td>
<td>4,800,128</td>
<td>32,923,830</td>
</tr>
<tr>
<td>OPERATING INCOME(LOSS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(461,689)</td>
<td>(1,839,197)</td>
<td>(304,439)</td>
<td>(996,826)</td>
<td></td>
</tr>
<tr>
<td>NON-OPERATING REVENUES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>8,107</td>
<td>231,449</td>
<td>115,538</td>
<td>451,434</td>
</tr>
<tr>
<td>Other Income</td>
<td>63,415</td>
<td>428,922</td>
<td>49,585</td>
<td>523,539</td>
</tr>
<tr>
<td>TOTAL NON-OPERATING INCOME</td>
<td>71,522</td>
<td>660,371</td>
<td>165,123</td>
<td>974,973</td>
</tr>
<tr>
<td>NON-OPERATING EXPENSES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Expense</td>
<td>38,595</td>
<td>270,165</td>
<td>55,981</td>
<td>391,871</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>3,173</td>
<td>232,496</td>
<td>175,156</td>
<td>215,380</td>
</tr>
<tr>
<td>TOTAL NON-OPERATING EXPENSES</td>
<td>41,768</td>
<td>502,661</td>
<td>229,337</td>
<td>607,251</td>
</tr>
<tr>
<td>INCOME BEFORE CONTRIBUTIONS</td>
<td>(431,935)</td>
<td>(1,681,487)</td>
<td>(368,633)</td>
<td>(629,104)</td>
</tr>
<tr>
<td>CAPITAL CONTRIBUTIONS</td>
<td>235,201</td>
<td>2,906,511</td>
<td>2,569,347</td>
<td>7,864,626</td>
</tr>
<tr>
<td>CHANGE IN NET ASSETS</td>
<td>($196,734)</td>
<td>$1,225,024</td>
<td>$2,200,594</td>
<td>$7,235,522</td>
</tr>
</tbody>
</table>

Note: Contribution in Aid of Construction (CIAC) includes cash contribution and an dollar valuation of non-cash contributed capital assets.
## Utilities Commission
City of New Smyrna Beach, Florida
Statement of Revenue, Expenses, and Changes in Net Assets (Unaudited)

**Electric System**

For the Seven Months Ending April 30, 2020

<table>
<thead>
<tr>
<th></th>
<th>April 20</th>
<th>Fiscal Year To Date</th>
<th>April 19</th>
<th>Fiscal Year To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>$3,272,963</td>
<td>$20,508,833</td>
<td>$2,877,481</td>
<td>$21,358,381</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>12,393</td>
<td>214,570</td>
<td>34,414</td>
<td>233,083</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>3,285,356</strong></td>
<td><strong>20,723,403</strong></td>
<td><strong>2,911,895</strong></td>
<td><strong>21,591,444</strong></td>
</tr>
</tbody>
</table>

| **Operating Expenses:**  |            |                     |            |                     |
| Fuel & Purchased Power Expense | 1,258,122 | 9,542,549           | 1,309,735  | 10,321,527          |
| Other Production Expense:  | 490,576    | 3,093,788           | 614,753    | 4,049,138           |
| Cont                      | 1,692,239  | 12,253,835          | 1,924,502  | 14,318,066          |
| (Cont.)                   | (1,201,803) | (9,160,047)         | (1,309,749) | (10,268,928)        |
| Transmission, Distrib & Collection | 538,965   | 2,414,445           | 292,522    | 1,931,157           |
| Customer Accounting       | 95,902     | 212,520             | 101,120    | 443,489             |
| Administrative and General| 661,074    | 3,562,412           | 432,538    | 3,057,970           |
| Required Payments to City of NSB | 207,299   | 1,475,493           | 179,125    | 1,425,461           |
| Depreciation and Amortization | 289,626   | 1,991,556           | 320,122    | 1,858,885           |
| **Total Operating Expenses** | **3,541,364** | **22,292,763**  | **3,249,915** | **23,087,627**  |

| **Operating Income/(Loss):** |            |                     |            |                     |
|                            | (256,008)  | (1,569,360)         | (338,020)  | (1,496,183)         |

| **Non-Operating Revenues:** |            |                     |            |                     |
| Interest Earnings          | 4,274      | 124,136             | 31,688     | 211,441             |
| Other Income               | 44,269     | 324,945             | 42,863     | 385,925             |
| **Total Non-Operating Income:** | **48,543**   | **449,081**         | **74,551** | **597,366**         |

| **Non-Operating Expenses:** |            |                     |            |                     |
| Interest Expense           | 3,858      | 27,007              | 10,610     | 74,270              |
| Other Expenses             | 2,380      | 94,333              | 165,605    | 181,986             |
| **Total Non-Operating Expenses** | **6,238**   | **121,340**         | **176,215** | **256,256**         |

| Income Before Contributions | (213,703)  | (1,241,619)         | (439,684)  | (1,155,073)         |

| Capital Contributions      | 30,940     | 313,096             | 438,318    | 1,270,148           |

| Change in Net Assets       | ($182,763) | ($928,523)          | ($1,366)   | $115,075            |

Note: Contribution in Aid of Construction (CIAC) includes cash contribution and an dollar valuation of non-cash contributed capital assets.
### Utilities Commission
**City of New Smyrna Beach, Florida**

**Statement of Revenue, Expenses, and Changes in Net Assets (Unaudited)**

*Water System*

*For the Seven Months Ending April 30, 2020*

#### Operating Revenues:

<table>
<thead>
<tr>
<th></th>
<th>April 20</th>
<th>Fiscal Year to Date</th>
<th>April 19</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales</td>
<td>$762,772</td>
<td>$4,572,825</td>
<td>$674,845</td>
<td>$4,481,418</td>
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<tr>
<td>Other Revenues</td>
<td>11,670</td>
<td>127,524</td>
<td>21,987</td>
<td>134,127</td>
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<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>774,442</strong></td>
<td><strong>4,700,349</strong></td>
<td><strong>696,832</strong></td>
<td><strong>4,615,545</strong></td>
</tr>
</tbody>
</table>

#### Operating Expenses:

<table>
<thead>
<tr>
<th>Expense</th>
<th>April 20</th>
<th>Fiscal Year to Date</th>
<th>April 19</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Production Expense</td>
<td>172,294</td>
<td>1,419,559</td>
<td>306,767</td>
<td>1,411,811</td>
</tr>
<tr>
<td>Transmission, Distrib &amp; Collection</td>
<td>108,111</td>
<td>524,981</td>
<td>76,530</td>
<td>543,721</td>
</tr>
<tr>
<td>Customer Accounting</td>
<td>43,360</td>
<td>201,923</td>
<td>25,583</td>
<td>177,451</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>303,577</td>
<td>1,509,802</td>
<td>186,391</td>
<td>1,226,469</td>
</tr>
<tr>
<td>Required Payments to City of NSB</td>
<td>42,415</td>
<td>284,348</td>
<td>39,958</td>
<td>278,960</td>
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<tr>
<td>Depreciation and Amortization</td>
<td>233,433</td>
<td>1,376,544</td>
<td>178,371</td>
<td>1,252,138</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>903,190</strong></td>
<td><strong>5,317,157</strong></td>
<td><strong>813,600</strong></td>
<td><strong>4,892,550</strong></td>
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</tbody>
</table>

**Operating Income/(Loss)**

<table>
<thead>
<tr>
<th></th>
<th>April 20</th>
<th>Fiscal Year to Date</th>
<th>April 19</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(128,748)</strong></td>
<td><strong>(616,808)</strong></td>
<td><strong>(116,768)</strong></td>
<td><strong>(277,005)</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### Non-Operating Revenues:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>April 20</th>
<th>Fiscal Year to Date</th>
<th>April 19</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Earnings</td>
<td>2,350</td>
<td>67,478</td>
<td>17,363</td>
<td>115,646</td>
</tr>
<tr>
<td>Other Income</td>
<td>12,219</td>
<td>48,258</td>
<td>3,799</td>
<td>72,298</td>
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<td><strong>Total Non-Operating Income</strong></td>
<td><strong>14,669</strong></td>
<td><strong>115,736</strong></td>
<td><strong>21,162</strong></td>
<td><strong>187,944</strong></td>
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</tbody>
</table>

#### Non-Operating Expenses:

<table>
<thead>
<tr>
<th>Expense</th>
<th>April 20</th>
<th>Fiscal Year to Date</th>
<th>April 19</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Expense</td>
<td>13,733</td>
<td>96,128</td>
<td>17,225</td>
<td>120,578</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>730</td>
<td>97,633</td>
<td>4,502</td>
<td>23,506</td>
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<tr>
<td><strong>Total Non-Operating Expenses</strong></td>
<td><strong>14,463</strong></td>
<td><strong>193,761</strong></td>
<td><strong>21,727</strong></td>
<td><strong>144,084</strong></td>
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</tbody>
</table>

**Income Before Contributions**

<table>
<thead>
<tr>
<th></th>
<th>April 20</th>
<th>Fiscal Year to Date</th>
<th>April 19</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
</table>

**Capital Contributions**

<table>
<thead>
<tr>
<th></th>
<th>April 20</th>
<th>Fiscal Year to Date</th>
<th>April 19</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>110,599</td>
<td>1,218,368</td>
<td>681,428</td>
<td>2,537,901</td>
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</tbody>
</table>

**Change in Net Assets**

<table>
<thead>
<tr>
<th></th>
<th>April 20</th>
<th>Fiscal Year to Date</th>
<th>April 19</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>($17,943)</strong></td>
<td><strong>$522,535</strong></td>
<td><strong>$564,095</strong></td>
<td><strong>$2,304,756</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

*Note: Contribution in Aid of Construction (CIAC) includes cash contribution and an dollar valuation of non-cash contributed capital assets.*
## UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET ASSETS (UNAUDITED)
Reclaim Water System
For the Seven Months Ending April 30, 2020

<table>
<thead>
<tr>
<th></th>
<th>April 20</th>
<th>FISCAL YEAR TO DATE</th>
<th>April 19</th>
<th>FISCAL YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>$945,709</td>
<td>$5,925,771</td>
<td>$886,257</td>
<td>$5,714,746</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>391</td>
<td>4,951</td>
<td>706</td>
<td>5,268</td>
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<tr>
<td><strong>TOTAL OPERATING REVENUES</strong></td>
<td>946,100</td>
<td>5,930,722</td>
<td>886,963</td>
<td>5,720,014</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission, Distri &amp; Collection</td>
<td>373,585</td>
<td>1,874,208</td>
<td>266,679</td>
<td>1,759,371</td>
</tr>
<tr>
<td>Customer Accounting</td>
<td>34,828</td>
<td>161,340</td>
<td>20,467</td>
<td>142,408</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>325,297</td>
<td>1,614,004</td>
<td>198,363</td>
<td>1,315,197</td>
</tr>
<tr>
<td>Required Payments to City of NSB</td>
<td>53,654</td>
<td>357,990</td>
<td>51,054</td>
<td>343,053</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td>235,671</td>
<td>1,576,207</td>
<td>200,051</td>
<td>1,383,025</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td>1,023,035</td>
<td>5,583,749</td>
<td>736,614</td>
<td>4,943,654</td>
</tr>
<tr>
<td><strong>OPERATING INCOME(LOSS)</strong></td>
<td>(76,935)</td>
<td>346,973</td>
<td>150,349</td>
<td>776,360</td>
</tr>
<tr>
<td><strong>NON-OPERATING REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>1,484</td>
<td>39,835</td>
<td>66,487</td>
<td>124,347</td>
</tr>
<tr>
<td>Other Income</td>
<td>6,828</td>
<td>55,719</td>
<td>2,923</td>
<td>65,316</td>
</tr>
<tr>
<td><strong>TOTAL NON-OPERATING INCOME</strong></td>
<td>8,312</td>
<td>95,554</td>
<td>69,410</td>
<td>189,662</td>
</tr>
<tr>
<td><strong>NON-OPERATING EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Expense</td>
<td>21,004</td>
<td>147,030</td>
<td>28,146</td>
<td>197,023</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>63</td>
<td>40,529</td>
<td>3,249</td>
<td>9,888</td>
</tr>
<tr>
<td><strong>TOTAL NON-OPERATING EXPENSES</strong></td>
<td>21,067</td>
<td>187,559</td>
<td>31,395</td>
<td>206,911</td>
</tr>
<tr>
<td><strong>INCOME BEFORE CONTRIBUTIONS</strong></td>
<td>(89,690)</td>
<td>254,968</td>
<td>188,364</td>
<td>759,112</td>
</tr>
<tr>
<td><strong>CAPITAL CONTRIBUTIONS</strong></td>
<td>93,663</td>
<td>1,375,046</td>
<td>1,449,501</td>
<td>4,056,577</td>
</tr>
<tr>
<td><strong>CHANGE IN NET ASSETS</strong></td>
<td>$3,973</td>
<td>$1,630,014</td>
<td>$1,637,865</td>
<td>$4,815,689</td>
</tr>
</tbody>
</table>

Note: Contribution in Aid of Construction (CIAC) includes cash contribution and an dollar valuation of non-cash contributed capital assets.
## UTILITIES COMMISSION
### CITY OF NEW SMYRNA BEACH, FLORIDA
#### STATUS REPORT OF SPECIAL FUNDS
##### Apr-20

<table>
<thead>
<tr>
<th>Line No</th>
<th>Description</th>
<th>Fund 60</th>
<th>Fund 61</th>
<th>Fund 62</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Unrestricted R&amp;R</td>
<td>Restricted R&amp;R</td>
<td>Infrastructure</td>
</tr>
<tr>
<td>1</td>
<td>Balance Per Balance Sheet 4/1/2020</td>
<td>$11,526,738.23</td>
<td>$14,403,402.08</td>
<td>$3,324,560.34</td>
</tr>
<tr>
<td>2</td>
<td>Transfers In:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Monthly Transfer From Operations</td>
<td>268,679.41</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4</td>
<td>Connection Fees</td>
<td>0.00</td>
<td>162,141.00</td>
<td>2,539.59</td>
</tr>
<tr>
<td>5</td>
<td>Extensions</td>
<td>0.00</td>
<td>573.99</td>
<td>0.00</td>
</tr>
<tr>
<td>6</td>
<td>Water Meter Set Fees</td>
<td>31,150.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>7</td>
<td>Fire Detector/Hydrant/General</td>
<td>7,231.13</td>
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<td>0.00</td>
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<tr>
<td>8</td>
<td>General Electric/URD Conversions</td>
<td>34,087.26</td>
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<td>0.00</td>
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<td>9</td>
<td>Renewable Energy Contributions</td>
<td>18.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>10</td>
<td>Journal Entries</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>11</td>
<td>Interest (Investment)</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>12</td>
<td>Transfer Between Funds</td>
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<td>0.00</td>
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<tr>
<td>13</td>
<td>Adjust Differences</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>Transfers Out:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Inventory Issued</td>
<td>(112,994.03)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>15</td>
<td>Capitalized Labor</td>
<td>(79,258.82)</td>
<td>0.00</td>
<td>(816.66)</td>
</tr>
<tr>
<td>16</td>
<td>Capitalized Fringes</td>
<td>(33,288.77)</td>
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<td>(343.00)</td>
</tr>
<tr>
<td>17</td>
<td>Checks Issued</td>
<td>(877,163.71)</td>
<td>(50,918.02)</td>
<td>(134,000.74)</td>
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<tr>
<td>18</td>
<td>Account Payable</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>19</td>
<td>Journal Entries (Investment Premium)</td>
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<td>0.00</td>
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<tr>
<td>20</td>
<td>Balance Per Balance Sheet 4/30/2020</td>
<td>$10,765,198.70</td>
<td>$14,515,199.05</td>
<td>$3,191,939.53</td>
</tr>
<tr>
<td>21</td>
<td>Committed Funds</td>
<td>($7,896,705.31)</td>
<td>$284,265.76</td>
<td>($1,444,142.86)</td>
</tr>
<tr>
<td>22</td>
<td>Accruals/Encumbrances</td>
<td>38,273.80</td>
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<td>0.00</td>
</tr>
<tr>
<td>23</td>
<td>Total Committed Or Encumbered</td>
<td>($7,858,431.51)</td>
<td>$284,265.76</td>
<td>($1,444,142.86)</td>
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<tr>
<td>24</td>
<td>Unallocated Balance</td>
<td>$18,623,630.21</td>
<td>$14,230,933.29</td>
<td>$4,636,082.39</td>
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</tbody>
</table>
Utilities Commission,
City of New Smyrna Beach, Florida
Capital Improvements Project Activity
4/30/2020
($ Thousands)

<table>
<thead>
<tr>
<th>Project ID</th>
<th>Project Name</th>
<th>PRIOR YEARS THRU 9/30/2019</th>
<th>YE BDG</th>
<th>YE FCST</th>
<th>VARI</th>
<th>MO. BDG</th>
<th>MO. ACTL</th>
<th>VARI</th>
<th>YTD BDG</th>
<th>YTD ACTL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years Administrative/IT/Central Services</td>
<td>459</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Prior Years Electric</td>
<td>1,045</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td></td>
<td>Prior Years Water</td>
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<td>0</td>
<td>0</td>
<td>13</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Prior Years Wastewater</td>
<td>1,493</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>51</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td></td>
<td><strong>Total - Prior Years</strong></td>
<td><strong>5,402</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>64</td>
<td>1</td>
<td>0</td>
<td>493</td>
<td>0</td>
</tr>
</tbody>
</table>

Transfer to Plant in Service 1,380

**Administrative/IT/Central Services**

<table>
<thead>
<tr>
<th></th>
<th>Project Name</th>
<th>Annual Projects</th>
<th>Major Projects</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>415</td>
<td>1,037 272</td>
</tr>
<tr>
<td></td>
<td>Administrative/IT/Central Services</td>
<td>0</td>
<td>2,367</td>
<td>2,440 (73)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,045</td>
<td>2,488</td>
<td>2,436</td>
</tr>
<tr>
<td></td>
<td>490</td>
<td>301</td>
<td>93</td>
<td>208</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,204</td>
<td>494</td>
<td>705</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6,030</td>
<td>2,884</td>
<td>3,145</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td>$415</td>
<td>$4,855</td>
<td>$4,876</td>
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<tr>
<td></td>
<td></td>
<td>($21)</td>
<td>$320</td>
<td>$110</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$210</td>
<td>$2,241</td>
<td>$750</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,491</td>
<td></td>
<td></td>
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</tbody>
</table>

**Electric**

<table>
<thead>
<tr>
<th></th>
<th>Project Name</th>
<th>Annual Projects</th>
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**Water**

<table>
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<td>893</td>
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**Wastewater**

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<td>5,464</td>
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<td>730</td>
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<td>491</td>
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<td>2,620</td>
<td>1,347</td>
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<td>Subtotal</td>
<td>$1,306</td>
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<td>$6,056</td>
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<td>$2,832</td>
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<td>$1,368</td>
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</table>

**FY2020 CIP Budget (including Infrastructure)**

|                       |                                     | $4,959          | $24,880        | $24,927  |
|                       |                                     | ($46)           | $2,853         | $1,154   |
|                       |                                     | $1,697          | $13,882        | $7,237   |
|                       |                                     | $6,616          |                |         |

**FY 2020 CIP Budget (less Infrastructure)**

|                       |                                     | $19,922         | $19,968        | $19,968  |
|                       |                                     | ($46)           | $13,882        | $7,237   |
|                       |                                     | $6,616          |                |         |

**Transferred to Plant in Service**

|                       |                                     | $0              | $0             | $23     |
|                       |                                     | $25             | ($25)          | $0      |
Utilities Commission  
Statement of Cash Flows  
For the 7 Months Ended  
April 30, 2020

<table>
<thead>
<tr>
<th>Month</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Flow from Operating Activities (Direct Method)</td>
<td></td>
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<tr>
<td>Cash Collected from Revenues</td>
<td>$4,562,418</td>
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<tr>
<td>Cash Payments for Expenses</td>
<td>($4,564,953)</td>
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<tr>
<td>Interest &amp; Other Non-Operating Expenses</td>
<td>($41,759)</td>
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<tr>
<td>Non-Operating Income</td>
<td>$71,523</td>
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<tr>
<td>Capital Contributions</td>
<td>$235,202</td>
</tr>
<tr>
<td></td>
<td>$262,821</td>
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</tbody>
</table>

| Cash Flow from Investing Activities | |
| Acquisition of Plant, Property & Equipment | ($1,218,639) | ($5,270,143) |
| Property Disposals | $1 | ($1,125,230) |
| Restricted Fund Liabilities | ($270,372) | ($1,572,416) |
| Other NonCurrent Liabilities | $3,607 | ($1,483,403) |
| | ($1,483,403) | $25,249 | ($8,948,545) |

| Cash Flow from Financing Activities | |
| Payment of Revenue Certificates | $0 | ($5,520,000) |
| Issuance of Revenue Certificates | $0 | $0 |
| Payment of Revolving Loans | $0 | $0 |
| Deferred Assets | $0 | $0 | ($5,520,000) |

Net Increase (Decrease) in Cash | ($1,220,582) | ($4,280,526) |

Cash Balance Beginning of Period | $39,548,719 | $42,808,666 |

Cash Balance April 30, 2020 | $38,328,137 | $38,328,137 |
## Utilities Commission

**City of New Smyrna Beach, Florida**

**Forecast Report**

For the Seven Months Ending April 30, 2020

### Combined System

<table>
<thead>
<tr>
<th>Item</th>
<th>1. Total Budget</th>
<th>2. Budget April 19</th>
<th>3. Actual April 19</th>
<th>4. Budget Fiscal Year-to-Date</th>
<th>5. Actual Fiscal Year-to-Date</th>
<th>6. Favorable (Unfavorable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Electric</td>
<td>$47,789,571</td>
<td>$3,281,363</td>
<td>$3,071,918</td>
<td>$25,450,656</td>
<td>$22,155,404</td>
<td>($3,295,252)</td>
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<tr>
<td>4. Reclaimed Water</td>
<td>10,117,285</td>
<td>890,934</td>
<td>923,917</td>
<td>5,828,213</td>
<td>6,087,357</td>
<td>$259,144</td>
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<tr>
<td>5. Total Revenues</td>
<td>66,643,738</td>
<td>4,884,126</td>
<td>4,696,437</td>
<td>36,290,410</td>
<td>33,089,305</td>
<td>($3,201,105)</td>
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<tr>
<td>6. Other Revenue Sources:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. R &amp; R Contribution</td>
<td>3,616,950</td>
<td>301,413</td>
<td>235,201</td>
<td>2,109,886</td>
<td>2,906,511</td>
<td>$796,625</td>
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<tr>
<td>9. Infrastructure Contribution</td>
<td>225,000</td>
<td>18,750</td>
<td>0</td>
<td>131,250</td>
<td>0</td>
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<tr>
<td>11. Total Other Sources</td>
<td>3,841,950</td>
<td>320,163</td>
<td>235,201</td>
<td>2,241,136</td>
<td>2,906,511</td>
<td>$665,375</td>
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<td>13. Operation &amp; Maintenance Expenses:</td>
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<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>14. Purchased Power</td>
<td>21,317,970</td>
<td>1,770,353</td>
<td>1,258,122</td>
<td>12,385,101</td>
<td>9,542,549</td>
<td>$2,842,552</td>
</tr>
<tr>
<td>15. Electric Operations</td>
<td>10,926,000</td>
<td>883,804</td>
<td>1,053,147</td>
<td>6,154,597</td>
<td>5,614,767</td>
<td>$539,830</td>
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<tr>
<td>17. Reclaimed Operations</td>
<td>3,272,451</td>
<td>220,022</td>
<td>279,514</td>
<td>1,845,032</td>
<td>1,398,515</td>
<td>$446,517</td>
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<tr>
<td>19. Central Services/HR</td>
<td>1,771,100</td>
<td>139,568</td>
<td>316,126</td>
<td>967,347</td>
<td>1,136,039</td>
<td>($168,692)</td>
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<tr>
<td>20. Engineering</td>
<td>2,619,250</td>
<td>206,113</td>
<td>285,005</td>
<td>1,428,203</td>
<td>1,154,077</td>
<td>$274,126</td>
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<tr>
<td>23. To Sinking Fund:</td>
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<tr>
<td>25. 2009 Certificate</td>
<td>1,991,390</td>
<td>165,949</td>
<td>165,949</td>
<td>1,161,644</td>
<td>1,161,644</td>
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<tr>
<td>27. 2013A Certificate</td>
<td>1,231,299</td>
<td>102,608</td>
<td>102,609</td>
<td>718,258</td>
<td>718,258</td>
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<tr>
<td>28. 2013B Certificate</td>
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<td>75,454</td>
<td>75,455</td>
<td>528,180</td>
<td>528,181</td>
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<td>29. Total Debt Service</td>
<td>4,128,141</td>
<td>344,011</td>
<td>344,013</td>
<td>2,408,083</td>
<td>2,408,083</td>
<td>($1)</td>
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<td>30. Balance</td>
<td>11,474,276</td>
<td>410,849</td>
<td>182,133</td>
<td>5,126,462</td>
<td>7,456,202</td>
<td>$2,339,740</td>
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<td>32. Transfer to R &amp; R - Contribution</td>
<td>3,224,152</td>
<td>269,679</td>
<td>269,679</td>
<td>1,880,756</td>
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<td>33. Transfer to R &amp; R - Restricted Contribution</td>
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<td>0</td>
<td>0</td>
<td>($1,430,067)</td>
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<td>34. Additional Required</td>
<td>3,885,529</td>
<td>324,627</td>
<td>324,627</td>
<td>2,272,391</td>
<td>2,272,391</td>
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<td>35. Contributed Capital &amp; Easement</td>
<td>180,000</td>
<td>12,500</td>
<td>12,500</td>
<td>87,500</td>
<td>87,500</td>
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<td>37. Transfer to Infrastructure - Contribution</td>
<td>225,000</td>
<td>18,750</td>
<td>18,750</td>
<td>131,250</td>
<td>131,250</td>
<td>$0</td>
</tr>
<tr>
<td>38. Total to Capital Improvement</td>
<td>7,494,681</td>
<td>624,556</td>
<td>431,394</td>
<td>4,371,897</td>
<td>4,202,110</td>
<td>$169,787</td>
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<tr>
<td>40. Transfer to City</td>
<td>3,879,596</td>
<td>282,141</td>
<td>303,367</td>
<td>2,144,444</td>
<td>2,117,831</td>
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<td>41. Balance</td>
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<td>(552,628)</td>
<td>(1,389,879)</td>
<td>1,136,261</td>
<td>$2,526,140</td>
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</table>

Note: Contribution in Aid of Construction (CIAC) includes a dollar valuation of non-cash contributed capital assets.
### Utilities Commission
**City of New Smyrna Beach, Florida**
**Forecast Report**
For the Seven Months Ending April 30, 2020
**Electric System**

<table>
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<tr>
<th></th>
<th>1. Total Budget</th>
<th>2. Budget April 19</th>
<th>3. Actual April 19</th>
<th>4. Budget Fiscal Year-to-Date</th>
<th>5. Actual Fiscal Year-to-Date</th>
<th>6. Favorable (Unfavorable)</th>
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</thead>
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<tr>
<td><strong>1. Revenues:</strong></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2. Direct Sales</td>
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<tr>
<td>3. Metered Billings</td>
<td>$36,069,123</td>
<td>$2,486,856</td>
<td>$2,707,186</td>
<td>$19,176,601</td>
<td>$19,230,507</td>
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<td>4. Load Management Credits</td>
<td>(107,585)</td>
<td>(12,938)</td>
<td>(15,496)</td>
<td>(13,720)</td>
<td>(12,606)</td>
<td>($2,100)</td>
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<td>5. Energy Cost Adjustments</td>
<td>9,059,671</td>
<td>675,824</td>
<td>738,618</td>
<td>6,259,530</td>
<td>5,220,708</td>
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<td>8. Non Operating Revenue</td>
<td>430,762</td>
<td>38,867</td>
<td>28,233</td>
<td>261,279</td>
<td>300,079</td>
<td>($38,801)</td>
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<td><strong>9. Total Revenues</strong></td>
<td>$47,789,570</td>
<td>3,281,363</td>
<td>3,071,918</td>
<td>25,450,656</td>
<td>22,155,405</td>
<td>($3,295,251)</td>
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<tr>
<td><strong>10. Other Revenue Sources:</strong></td>
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<td></td>
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<td></td>
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<tr>
<td>11. R &amp; R Contributions</td>
<td>903,950</td>
<td>75,329</td>
<td>30,940</td>
<td>527,304</td>
<td>313,096</td>
<td>($214,208)</td>
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<td>12. Infrastructure Contribution</td>
<td>76,000</td>
<td>6,250</td>
<td>0</td>
<td>43,750</td>
<td>0</td>
<td>($43,750)</td>
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<td><strong>13. Total Other Sources</strong></td>
<td>$978,950</td>
<td>81,579</td>
<td>30,940</td>
<td>571,084</td>
<td>313,096</td>
<td>($267,988)</td>
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<td><strong>14. Balance</strong></td>
<td>$48,768,520</td>
<td>3,362,942</td>
<td>3,102,858</td>
<td>26,021,710</td>
<td>22,468,501</td>
<td>($3,553,209)</td>
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<td><strong>15. Operation &amp; Maintenance Expenses:</strong></td>
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<td><strong>Direct Cost Center:</strong></td>
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<tr>
<td>17. Purchased Power</td>
<td>21,317,970</td>
<td>1,770,353</td>
<td>1,258,122</td>
<td>12,365,101</td>
<td>9,542,549</td>
<td>$2,842,552</td>
</tr>
<tr>
<td>18. Electric Operations</td>
<td>10,926,000</td>
<td>893,904</td>
<td>1,093,414</td>
<td>6,164,979</td>
<td>5,614,767</td>
<td>$530,212</td>
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<td>19. Administration</td>
<td>681,256</td>
<td>45,925</td>
<td>38,374</td>
<td>318,457</td>
<td>342,691</td>
<td>($23,234)</td>
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<td>20. Information Technology</td>
<td>1,410,688</td>
<td>115,179</td>
<td>90,017</td>
<td>803,402</td>
<td>529,649</td>
<td>$273,553</td>
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<td>21. Human Resources</td>
<td>2,613,750</td>
<td>201,234</td>
<td>260,443</td>
<td>1,388,744</td>
<td>1,502,621</td>
<td>($113,877)</td>
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<tr>
<td>22. Central Services</td>
<td>681,113</td>
<td>54,966</td>
<td>57,087</td>
<td>382,612</td>
<td>311,337</td>
<td>$71,275</td>
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<td>23. Engineering</td>
<td>771,160</td>
<td>60,779</td>
<td>133,477</td>
<td>421,272</td>
<td>482,210</td>
<td>($60,933)</td>
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<tr>
<td><strong>25. Total O&amp;M Expenses</strong></td>
<td>$39,600,730</td>
<td>3,242,495</td>
<td>3,044,440</td>
<td>22,622,660</td>
<td>18,825,715</td>
<td>$3,801,945</td>
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<tr>
<td><strong>27. To Sinking Fund:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28. 2009 Certificates</td>
<td>$1,068,833</td>
<td>84,070</td>
<td>84,070</td>
<td>588,489</td>
<td>588,489</td>
<td>$0</td>
</tr>
<tr>
<td>29. Total Debt Service</td>
<td>$1,068,833</td>
<td>84,070</td>
<td>84,070</td>
<td>588,489</td>
<td>588,489</td>
<td>$0</td>
</tr>
<tr>
<td><strong>30. Balance</strong></td>
<td>$8,158,952</td>
<td>36,467</td>
<td>(25,652)</td>
<td>2,085,561</td>
<td>3,054,297</td>
<td>$428,736</td>
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<tr>
<td>31. Transfer to R &amp; R - Contribution</td>
<td>1,833,622</td>
<td>152,802</td>
<td>152,802</td>
<td>1,069,613</td>
<td>1,069,613</td>
<td>$0</td>
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<tr>
<td>32. Additional Required</td>
<td>3,300,303</td>
<td>277,526</td>
<td>0</td>
<td>1,942,677</td>
<td>0</td>
<td>$1,942,677</td>
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<tr>
<td>33. Contributed Capital &amp; Easement</td>
<td>50,000</td>
<td>4,167</td>
<td>0</td>
<td>29,167</td>
<td>36,973</td>
<td>($7,806)</td>
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<tr>
<td>34. Transfer to Infrastructure - Contribution</td>
<td>75,000</td>
<td>6,250</td>
<td>0</td>
<td>43,750</td>
<td>0</td>
<td>$43,750</td>
</tr>
<tr>
<td><strong>35. Total to Capital Improvement</strong></td>
<td>$5,288,925</td>
<td>440,744</td>
<td>152,802</td>
<td>3,085,207</td>
<td>1,106,586</td>
<td>$1,978,621</td>
</tr>
<tr>
<td><strong>36. Balance</strong></td>
<td>$2,870,027</td>
<td>(404,277)</td>
<td>(178,454)</td>
<td>(279,646)</td>
<td>1,947,711</td>
<td>$2,227,357</td>
</tr>
<tr>
<td>37. Transfer to City</td>
<td>$2,870,027</td>
<td>187,828</td>
<td>207,299</td>
<td>1,505,684</td>
<td>1,473,493</td>
<td>$30,191</td>
</tr>
<tr>
<td><strong>38. Balance</strong></td>
<td>$0</td>
<td>(592,105)</td>
<td>(385,733)</td>
<td>(1,785,330)</td>
<td>472,218</td>
<td>$2,257,548</td>
</tr>
</tbody>
</table>

Note: Contribution in Aid of Construction (CIAC) includes a dollar valuation of non-cash contributed capital assets.
## UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA
FORECAST REPORT
For the Seven Months Ending April 30, 2020
WATER SYSTEM

### 1. Revenues:

<table>
<thead>
<tr>
<th></th>
<th>1. REPORT TOTAL BUDGET</th>
<th>2. BUDGET APRIL 19</th>
<th>3. ACTUAL APRIL 19</th>
<th>4. BUDGET ACTUAL FISCAL YEAR-TO-DATE</th>
<th>5. ACTUAL FISCAL YEAR-TO-DATE</th>
<th>6. FAVORABLE (UNFAVORABLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Metered Billings</td>
<td>$5,223,269</td>
<td>$698,980</td>
<td>$595,993</td>
<td>$4,711,944</td>
<td>$4,597,477</td>
<td>($114,467)</td>
</tr>
<tr>
<td>3. Hydrant Rental</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>33,000</td>
<td>$33,000</td>
<td>($0)</td>
</tr>
<tr>
<td>5. Non-Operating Revenue</td>
<td>258,309</td>
<td>21,526</td>
<td>14,659</td>
<td>150,680</td>
<td>115,151</td>
<td>($35,539)</td>
</tr>
<tr>
<td><strong>6. Total Revenues</strong></td>
<td><strong>$8,736,883</strong></td>
<td><strong>741,780</strong></td>
<td><strong>721,602</strong></td>
<td><strong>5,011,540</strong></td>
<td><strong>4,866,544</strong></td>
<td><strong>($144,996)</strong></td>
</tr>
</tbody>
</table>

#### 7. Other Revenue Sources:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8. R &amp; R Contribution</strong></td>
<td>1,380,000</td>
<td>115,000</td>
<td>110,599</td>
</tr>
<tr>
<td><strong>9. Infrastructure Contribution</strong></td>
<td>75,000</td>
<td>6,250</td>
<td>4,750</td>
</tr>
<tr>
<td><strong>11. Total Other Sources</strong></td>
<td><strong>1,455,000</strong></td>
<td><strong>121,250</strong></td>
<td><strong>110,599</strong></td>
</tr>
</tbody>
</table>

### 12. Balance

|                      | 10,191,883             | 863,030                         | 832,201                 | 5,860,290                             | 6,084,912                   | $224,622                  |

### 13. Operation & Maintenance Expenses:

#### Direct Cost Center

<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>14. Water Operations</strong></td>
<td><strong>4,472,100</strong></td>
<td><strong>350,215</strong></td>
<td><strong>279,514</strong></td>
<td><strong>2,424,556</strong></td>
<td><strong>1,941,186</strong></td>
<td><strong>$483,370</strong></td>
<td></td>
</tr>
<tr>
<td><strong>15. Administration</strong></td>
<td><strong>180,584</strong></td>
<td><strong>14,442</strong></td>
<td><strong>16,610</strong></td>
<td><strong>100,368</strong></td>
<td><strong>83,731</strong></td>
<td><strong>$16,637</strong></td>
<td></td>
</tr>
<tr>
<td><strong>16. Information Technology</strong></td>
<td><strong>353,142</strong></td>
<td><strong>32,069</strong></td>
<td><strong>25,087</strong></td>
<td><strong>223,899</strong></td>
<td><strong>147,375</strong></td>
<td><strong>$76,524</strong></td>
<td></td>
</tr>
<tr>
<td><strong>17. Human Resources</strong></td>
<td><strong>1,346,652</strong></td>
<td><strong>107,604</strong></td>
<td><strong>115,639</strong></td>
<td><strong>749,327</strong></td>
<td><strong>665,196</strong></td>
<td><strong>$84,141</strong></td>
<td></td>
</tr>
<tr>
<td><strong>18. Central Services</strong></td>
<td><strong>359,605</strong></td>
<td><strong>28,800</strong></td>
<td><strong>34,133</strong></td>
<td><strong>200,199</strong></td>
<td><strong>167,542</strong></td>
<td><strong>$32,657</strong></td>
<td></td>
</tr>
<tr>
<td><strong>19. Engineering</strong></td>
<td><strong>447,069</strong></td>
<td><strong>35,355</strong></td>
<td><strong>88,431</strong></td>
<td><strong>246,149</strong></td>
<td><strong>304,314</strong></td>
<td><strong>$59,171</strong></td>
<td></td>
</tr>
<tr>
<td><strong>20. Finance/Customer Service/Materials Management</strong></td>
<td><strong>647,065</strong></td>
<td><strong>50,877</strong></td>
<td><strong>69,929</strong></td>
<td><strong>352,484</strong></td>
<td><strong>348,932</strong></td>
<td><strong>$3,552</strong></td>
<td></td>
</tr>
<tr>
<td><strong>21. Total O&amp;M Expenses</strong></td>
<td><strong>7,846,817</strong></td>
<td><strong>619,592</strong></td>
<td><strong>627,343</strong></td>
<td><strong>4,295,976</strong></td>
<td><strong>3,656,266</strong></td>
<td><strong>$639,710</strong></td>
<td></td>
</tr>
</tbody>
</table>

### 12. Balance

|                      | 2,345,066              | 243,438                        | 204,858                 | 1,564,314                           | 2,428,646                  | **$864,332**               |

### 23. To Sinking Fund:

<table>
<thead>
<tr>
<th></th>
<th>24. 2009 Certificates</th>
<th>25. 20138 Certificates</th>
<th>26. Total Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>24. 2009 Certificates</strong></td>
<td><strong>312,449</strong></td>
<td><strong>26,037</strong></td>
<td><strong>26,038</strong></td>
</tr>
<tr>
<td><strong>25. 20138 Certificates</strong></td>
<td><strong>905,452</strong></td>
<td><strong>75,454</strong></td>
<td><strong>75,455</strong></td>
</tr>
<tr>
<td><strong>26. Total Debt Service</strong></td>
<td><strong>1,217,901</strong></td>
<td><strong>101,941</strong></td>
<td><strong>101,943</strong></td>
</tr>
</tbody>
</table>

### 27. Balance

|                      | 1,127,165              | 141,947                        | 103,365                 | 853,872                             | 1,718,203                  | **$864,331**               |

### 32. Transfer to R & R - Restricted Contribution

|                      | 623,869               | 51,989                         | 51,989                  | 365,924                             | 365,924                    | **$0**                     |

### 33. Transfer to Infrastructure - Contribution

|                      | 75,000                | 6,250                          | 0                       | **348,750**                         | **348,750**                | **$0**                     |

### 34. Total to Capital Improvement

|                      | 612,999               | 51,083                         | 122,463                 | 357,583                             | **1,285,603**              | **($928,020)**             |

### 35. Balance

|                      | 514,166               | 90,864                         | **(19,098)**            | 496,289                             | 432,600                    | **($63,689)**              |

### 36. Transfer to City

|                      | 514,166               | 43,704                         | 42,415                  | 294,817                             | 284,348                    | **$10,269**                |

### 37. Balance

|                      | 0                     | 47,160                         | **(61,513)**            | 201,672                             | 148,252                    | **($53,420)**              |

**Note:** Contribution in Aid of Construction (CIAC) includes a dollar valuation of non-cash contributed capital assets.
## Revenues:

1. **Sales:**
   - TOTAL BUDGET: $9,900,701
   - ACTUAL: $842,935
   - FISCAL YEAR-TO-DATE: $5,701,872

2. **Misc. Operating Revenue:**
   - ACTUAL: $9,042
   - FISCAL YEAR-TO-DATE: $5,275

3. **Non-Operating Revenue:**
   - ACTUAL: $207,541
   - FISCAL YEAR-TO-DATE: $329

4. **Total Revenues:**
   - TOTAL BUDGET: $10,117,284
   - ACTUAL: $860,984
   - FISCAL YEAR-TO-DATE: $6,067,357

### Other Revenue Sources:

5. **R & R Contribution:**
   - ACTUAL: $1,333,000
   - FISCAL YEAR-TO-DATE: $1,375,046

6. **Infrastructure Contribution:**
   - ACTUAL: $75,000
   - FISCAL YEAR-TO-DATE: $43,750

7. **Total Other Sources:**
   - TOTAL BUDGET: $1,408,000
   - ACTUAL: $117,334
   - FISCAL YEAR-TO-DATE: $821,332

8. **Balance:**
   - TOTAL BUDGET: $11,525,284
   - ACTUAL: $978,318
   - FISCAL YEAR-TO-DATE: $7,442,403

### Operation & Maintenance Expenses:

9. **Direct Cost Center:**
   - **Reclaimed Water Operations:**
     - ACTUAL: $3,478,700
   - **Indirect Cost Center:**
     - **Administration:**
       - ACTUAL: $108,011
     - **Information Technology:**
       - ACTUAL: $508,772
     - **Human Resources:**
       - ACTUAL: $1,750,648
     - **Central Services:**
       - ACTUAL: $373,832
     - **Engineering:**
       - ACTUAL: $552,271
     - **Finance/Customer Service/Materials Management:**
       - ACTUAL: $573,389
   - **Total O&M Expenses:**
     - TOTAL BUDGET: $7,435,723
     - ACTUAL: $587,431
     - FISCAL YEAR-TO-DATE: $4,073,366

10. **Balance:**
    - TOTAL BUDGET: $4,089,561
    - ACTUAL: $390,887
    - FISCAL YEAR-TO-DATE: $2,576,179

11. **Transfer to R & R - Contribution:**
    - ACTUAL: $766,662
    - FISCAL YEAR-TO-DATE: $447,220

12. **Transfer to R & R - Restricted Contribution:**
    - ACTUAL: $701,095
    - FISCAL YEAR-TO-DATE: $408,972

13. **Contributed Capital & Easement:**
    - ACTUAL: $50,000
    - FISCAL YEAR-TO-DATE: $29,167

14. **Transfer to Infrastructure - Contribution:**
    - ACTUAL: $75,000
    - FISCAL YEAR-TO-DATE: $29,167

15. **Total to Capital Improvement:**
    - TOTAL BUDGET: $1,592,757
    - ACTUAL: $132,731
    - FISCAL YEAR-TO-DATE: $929,109

16. **Balance:**
    - TOTAL BUDGET: $595,402
    - ACTUAL: $99,706
    - FISCAL YEAR-TO-DATE: $537,919

17. **Transfer to City:**
    - ACTUAL: $566,402
    - FISCAL YEAR-TO-DATE: $344,142

18. **Balance:**
    - TOTAL BUDGET: 0
    - ACTUAL: 49,097
    - FISCAL YEAR-TO-DATE: 193,777

Note: Contribution in Aid of Construction (CIAC) includes a dollar valuation of non-cash contributed capital assets.
<table>
<thead>
<tr>
<th>Department</th>
<th>TOTAL BUDGET</th>
<th>MONTH BUDGET</th>
<th>MONTH ACTUAL</th>
<th>YEAR-TO-DATE BUDGET</th>
<th>YEAR-TO-DATE ACTUAL</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Administration</td>
<td>$3,272,451</td>
<td>$265,022</td>
<td>$220,976</td>
<td>$1,845,932</td>
<td>$1,386,615</td>
<td>$459,317</td>
</tr>
<tr>
<td>13 Central Services/HR</td>
<td>7,025,700</td>
<td>562,756</td>
<td>619,516</td>
<td>3,912,032</td>
<td>3,485,371</td>
<td>426,661</td>
</tr>
<tr>
<td>20 Electric Operations</td>
<td>32,243,970</td>
<td>2,654,158</td>
<td>2,311,536</td>
<td>18,539,697</td>
<td>15,157,316</td>
<td>3,382,381</td>
</tr>
<tr>
<td>30 Water &amp; Reclaimed Water</td>
<td>7,950,800</td>
<td>621,813</td>
<td>652,332</td>
<td>4,303,790</td>
<td>3,812,113</td>
<td>491,677</td>
</tr>
<tr>
<td>40 Engineering</td>
<td>1,771,100</td>
<td>139,568</td>
<td>316,126</td>
<td>967,347</td>
<td>1,136,039</td>
<td>(168,692)</td>
</tr>
<tr>
<td>50 Finance/Customer Service/</td>
<td>2,619,250</td>
<td>206,113</td>
<td>285,005</td>
<td>1,428,203</td>
<td>1,154,077</td>
<td>274,126</td>
</tr>
<tr>
<td>Materials Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Budget</td>
<td>$54,883,271</td>
<td>$4,449,430</td>
<td>$4,405,491</td>
<td>$30,997,001</td>
<td>$26,131,531</td>
<td>$4,865,470</td>
</tr>
</tbody>
</table>

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA
For the Seven Months Ending April 30, 2020
Budget Summary By Department
Revenues By Division

- Reclamation, $902,917, 19.23%
- Water, $721,602, 15.36%
- Electric, $3,071,818, 65.41%

O&M By Division

- Electric, $1,053,414
- Electric Fuel & Purchased Power, $1,258,122
- Reclamation, $372,819
- Water, $279,514
- Director/Executive, $220,976
- Central Services/HR, $619,516
- Engineering, $316,126
- Finance/Customer Service, $285,005
Combined System

Revenues

O & M Expenses

Balance
Electric

Revenues
$5,000,000
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$800,000


O & M Expenses
$2,000,000
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000

Water

Revenues

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$800,000</td>
<td>$700,000</td>
<td>$600,000</td>
<td>$500,000</td>
<td>$400,000</td>
<td>$300,000</td>
<td>$200,000</td>
<td>$100,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

O & M Expenses

<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>O &amp; M Expenses</td>
<td>$750,000</td>
<td>$650,000</td>
<td>$550,000</td>
<td>$450,000</td>
<td>$350,000</td>
<td>$250,000</td>
<td>$150,000</td>
<td>$50,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
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</table>

Balance

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Balance</td>
<td>$300,000</td>
<td>$200,000</td>
<td>$100,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

($100,000)

($200,000)
Submission of the Balanced Scorecard and Enterprise Metrics for April 2020.

**RECOMMENDED ACTION:**
Detailed monthly performance measurement reporting - no action required.
# UTILITIES COMMISSION,
CITY OF NEW SMYRNA BEACH, FLORIDA
BALANCED SCORECARD
FY 2020

## SAFETY & RISK

| OSHA Incident | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0.95 | Y | < 2.5 |
|---------------|---|---|---|---|---|---|---|---|---|---    |   |      |
| OSHA Severity Rate | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | Y | < 7.0 |
| Preventable Motor Vehicle Accidents | 0 | 2 | 0 | 1 | 1 | 0 | 2 | 0 | 0 | 0.00 | Y | < 2.0 |
| Third Party Claims | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0.00 | Y | MONITOR |

## ELECTRIC

### Electric Reliability

| SAIDI | 243.67 | 127.92 | 108.11 | 85.01 | 76.03 | 66.17 | 61.83 | 61.83 | 61.83 | 61.83 | A | < 100.47 |
| SAIFI | 0.45 | 0.01 | 0.24 | 0.01 | 0.06 | 0.02 | 0.06 | 0.06 | 0.06 | 0.06 | A | < 1.41 |
| CAIDI | 45.14 | 46.53 | 38.74 | 40.18 | 40.56 | 41.62 | 40.60 | 40.60 | 40.60 | 40.60 | A | < 39.39 |

### Financial

| EL O&M Cost/Customer | $573 | $560 | 568 | $568 | $568 | $568 | $568 | $568 | $568 | $568 | A | < 712 |
| EL Avg Capital Cost/Customer | $124 | $248 | $248 | $248 | $248 | $248 | $248 | $248 | $248 | $248 | A | MONITOR |

## WATER RESOURCES

### Water Resources Reliability

| WR Major Breaks/100 Miles | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | A | < 1.00 |
| WR Break Repair Time (hr/100 miles) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | A | < 2.00 |
| WW Major Breaks/100 Miles | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | A | < 0.46 |
| WW Break Repair Time (hr/100 miles) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | A | < 0.40 |

### Financial

| WW O&M Cost/Customer | $237 | $249 | $249 | $249 | $249 | $249 | $249 | $249 | $249 | $249 | A | < 324 |

## CUSTOMER SERVICE

### Customer Service

| Customer Service Level | 83.3% | 80.3% | 74.9% | 85.3% | 87.8% | 97.4% | 97.0% | 87.2% | 95.0% | 90.0% | Y | > 85.0% |
| Abandoned Call Rate | 5.4% | 5.8% | 7.7% | 5.9% | 2.9% | 0.5% | 0.7% | 4.2% | 7.0% | 4.2% | Y | > 4.0% |
| Average Speed to Answer | 121 | 135 | 171 | 108 | 73 | 33 | 24 | 95 | 106 | 95 | Y | > 106 |

### Billing & Collections

| Percent of Meters Read - EL | 99.90% | 99.90% | 99.90% | 99.92% | 99.93% | 99.93% | 99.93% | 99.93% | 99.93% | 99.93% | Y | > 99.9% |
| Percent of Meters Read - WR | 98.58% | 98.72% | 98.96% | 99.14% | 99.15% | 98.98% | 98.98% | 98.98% | 98.98% | 98.98% | Y | > 98.5% |
| Percent of Re-reads - combined | 0.66% | 0.64% | 0.51% | 0.40% | 0.41% | 0.64% | 0.53% | 0.54% | 0.75% | 0.54% | Y | > 0.75% |
| Uncollectible Rev. as % of Billed Rev. | 0.17% | 0.16% | 0.16% | 0.15% | 0.14% | 0.14% | 0.14% | 0.14% | 0.15% | 0.15% | Y | > 0.25% |

### Materials Management

| Avg. # of day to issue PO <$75,000 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | Y | < 8 |
| Avg. # of day to issue PO >$75,000 | 3 | 6 | 5 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | Y | < 20 |

### Human Resources

| Employee Count (Actual vs. Budget) | 13 | 12 | 13 | 14 | 16 | 12 | 14 | 13 | 14 | 13 | Y | MONITOR |
| Average Recruitment Time | 15 | 40 | 52 | 43 | 43 | 45 | 57 | 57 | 57 | 57 | Y | < 60 |

### Information Technology

| Cybersecurity Training - Participation | 100.00% | 81.00% | 86.00% | 94.00% | 95.00% | 74.00% | 84.00% | 84.00% | 84.00% | 84.00% | Y | > 80% |
| Help Desk Ticket Resolution Rate | 94.94% | 96.80% | 96.42% | 95.93% | 93.67% | 97.97% | 85.33% | 97.97% | 97.97% | 97.97% | Y | > 90% |

---

<table>
<thead>
<tr>
<th>Metric reported on a quarterly basis</th>
<th>Monitoring: +/- 3% of target</th>
<th>Under target</th>
<th>MONITOR Monitoring for data information</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Value is annualized</td>
<td>Y Value is year-to-date</td>
<td></td>
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# Utilities Commission, City of New Smyrna Beach
## Balanced Scorecard FY 2019

### Perspective

#### Safety & Risk
- **OSHA Incident**: Monitor under target
- **OSHA Severity Rate**: Monitor under target
- **Preventable Motor Vehicle Accidents**: Monitor under target
- **Third Party Claims**: Monitor under target

#### Electric
- **Electric Reliability**
  - **SAIDI**: 205.36 (FY 2018: 211.48)
  - **SAIFI**: 0.16 (FY 2018: 0.28)
  - **CAIDI**: 104.86 (FY 2018: 110.62)

#### Financial
- **EL O&M Cost/Customer**: Under target
- **EL Admin&Gen Cost/Customer**: Under target
- **EL Avg Capital Cost/Costumer**: Under target

#### Water Resources
- **Water Resources Reliability**
  - **Real Water Loss (gal/connection/day)**: 31.41 (FY 2018: 33.96)
  - **Apparent Water Loss (gal/connection/day)**: 26.08 (FY 2018: 31.32)
  - **WR Major Breaks/100 Miles**: 0.00 (FY 2018: 0.00)
  - **WR Break Repair Time (hr/mile)**: 0.00 (FY 2018: 0.00)
  - **WW Major Breaks/100 Miles**: 0.00 (FY 2018: 0.00)
  - **WW Break Repair Time (hr/mile)**: 0.00 (FY 2018: 0.00)

#### Customer Service
- **Customer Service Level**: 62.6% (FY 2018: 75.9%)
- **Abandoned Call Rate**: 8.7% (FY 2018: 4.8%)
- **Average Speed to Answer**: 175.187 (FY 2018: 102.70)

#### Billing & Collections
- **Percent of Meters Read - EL**: 99.94% (FY 2018: 99.93%)
- **Percent of Meters Read - WR**: 98.10% (FY 2018: 98.35%)
- **Percent of Re-reads - combined**: 0.79% (FY 2018: 0.52%)
- **Estimated Bills**: 0.27% (FY 2018: 0.38%)
- **Uncollectible Rev. as % of Billed Rev.**: 0.09% (FY 2018: 0.13%)

#### Organizational Capacity
- **Materials Management**: Monitor under target
- **Avg. # of day to issue PO <$50,000**: 5 (FY 2018: 7)
- **Avg. # of day to issue PO >$50,000**: 70 (FY 2018: 31)
- **Average Recruitment Time**: 44.59 (FY 2018: 32.56)
- **Cybersecurity Training - Participation**: 97.90% (FY 2018: 99.90%)
- **Help Desk Ticket Resolution Rate**: 95.80% (FY 2018: 99.95%)

### Key Benchmarks
- **Under target**: Monitored at or below target.
- **Monitoring**: Role or process monitored.
- **Under target**: Role or process monitored at or below target.
- **Monitoring for data information**: Role or process monitored for data information.
- **Monitoring: +/- 3% of target**: Role or process monitored near target, within 3%.
- **Monitoring: > 3% of target**: Role or process monitored significantly above target.
- **Monitoring: < 3% of target**: Role or process monitored significantly below target.

**Notes**: Please refer to the full report for detailed analysis and data.
SAFETY AND RISK

YTD 2020

* March 2019 - Employee had an insect bite.

**Safety Lesson Learned - Incident Review

January 2020 - Water Resources (Field Ops) Employee experienced an injury to the foot when asphalt fell from the bucket of a mini excavator onto his foot. Employee was wearing steel toed safety boots. No significant injury was sustained.

DEFINITION:

OSHA 29 CFR Part 1904 defines OSHA Recordable Incidents as work-related injuries or illnesses that cause fatalities, unconsciousness, loss of workdays, restricted work activities, job transfers, or medical care beyond first aid.

The OSHA Rate is calculated using the following formula and shows as a number per 100 FTEs (Refer to OSHA 29):

\[
\text{Rate} = \frac{\# \text{ of Recordable Incidents YTD} \times 200,000}{\text{Total Hours Worked YTD}}
\]

The Bureau of Labor Statistics’ (BLS) Industry Injury and Illness Data for 2017 reports an OSHA Incident Rate of 5.3 for utilities, including electric transmission and distribution, and water, sewage, and other systems (percent relative standard errors for rates of nonfatal occupational injuries and illnesses).

TARGET:

< 2.5

* March 2019 - Employee had an insect bite.

* January 2020 - Water Resources (Field Ops) Employee experienced an injury to the foot when asphalt fell from the bucket of a mini excavator onto his foot. Employee was wearing steel toed safety boots. No significant injury was sustained.

** Safety Lesson Learned - Incident Review
SAFETY AND RISK

YTD 2020

*January 2020 - Although an injury was sustained in January, no lost work time occurred.

DEFINITION: The OSHA Severity Rate is an average of the number of lost work days per recordable incident. The calculation is made by dividing the total number of lost workdays YTD by the total number of recordable incidents YTD (Refer to OSHA 29).

The Bureau of Labor Statistics’ (BLS) Industry Injury and Illness Data for 2017 reports an OSHA Severity Rate of 0.8 for utilities, including electric transmission and distribution, and water, sewage, and other systems.

TARGET: < 7.0

*January 2020 - Although an injury was sustained in January, no lost work time occurred.
**SAFETY AND RISK**

**YTD 2020**

(based on last 3 years' average)

- **November 2019** - Meter: hit a pole in COB parking lot; Water Resources: New Lift Station Maintenance truck was too tall to enter a gated neighborhood entrance and hit the building.

- **Planning a defensive driving course.**

- **Safety Message - Distracted Driving**

- **Safety Lessons Learned - Incident Review**

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**TARGET:**

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH

**DEFINITION:**

PMVAs are all motor vehicle incidents that resulted because the driver failed to exercise every reasonable precaution. This is irrespective of whether or not there is property damage or personal injury, the extent of the loss of injury, to whom it occurred, the location of the accident, or whether or not a citation was issued to the driver.

The PMVA Rate is calculated using the following formula (Refer to OSHA Academy https://www.oshatrain.org/notes/fleetsafetyplan.html):

\[
\text{Rate} = \frac{\text{Number of Incidents}}{\text{Number of Vehicles Operated}}
\]

**TARGET:**

< .03 (based on last 3 years' average)

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*November 2019* - Meter: hit a pole in COB parking lot; Water Resources: New Lift Station Maintenance truck was too tall to enter a gated neighborhood entrance and hit the building.

**Planning a defensive driving course.**

*January 2020* - Electric: employee hit another vehicle while crossing SR 44 eastbound, turning onto SR 44 westbound from Ingham Rd.

**Safety Message - Distracted Driving**

**Safety Lessons Learned - Incident Review**

*March 2020* - Electric: (1) employee scraped side of passenger door on an underground transformer on the OUC practice field; (2) employee hit the side steps of another UC bucket truck while pulling around the vehicle.

**The UC Target for FY2020 was determined using the last three years’ average. Based on the current trend and the calculation method for this metric, we do not predict our PMVA year-to-date rate to be green (at or below the UC Target) the remainder of the fiscal year. Once we implement telematics, we plan to change our metric calculation method from a formula based on the number of vehicles in service to one based on mileage driven during the period and YTD. We believe this will provide a more accurate picture of our PMVA in the future.**
DEFINITION: TPCs are claims submitted by customers for renumeration for property damage due to preventable incidents and include claims processed and approved by insurance, as well as those processed as small claims via Accounts Payable. The TPC Rate is calculated using the following formula and shows as a percentage:

\[
\text{TPC Rate} = \frac{\# \text{ of TPCs YTD}}{\# \text{ of Customers}} \times 100\%
\]

*December 2019: Residential customer power surge due to low service line getting caught on Davey Tree bucket truck and pulling wire off transformer.

*January 2020: Result of January's PMVA.

*April 2020 - although there were no TPC's resulting from UCNSB; there were resulting from FPL. Customers will have to work through FPL for renumeration.
DEFINITION: System Average Interruption Duration Index
This index is based on the amount of time the average UCNSB customer experiences a sustained outage (being without power for more than five minutes) in a given year. (Refer to FMPA Distribution Reliability Reports)

It is important to note that this value is annualized for reporting purposes.

\[ \text{SAIDI} = \frac{\text{Sum of all Customer Minutes Interrupted}}{\text{Total number of Customers Served}} \]

TARGET: < 100.47 (mean less high and low outliers)

Significant Outage Events:
*October 2019: (4) outages of entire feeders; (3) caused by failed lightning arrestors, (1) substation transformer bushing failure. Each outage had >100,000 customer minutes interrupted.
*November 2019: SAIDI value is annualized. Current month’s value is effected by October’s outages.
*December 2019: (3) feeder outages: (1) due to weather, (1) caused by vehicle accident, (1) switch failure.
*February 2020: (1) feeder and (1) recloser outage due to vegetation, (2) recloser outages due to weather.
*March 2020: (1) lateral outage caused by motor vehicle accident.
*April 2020: (1) feeder outage due to fallen conductor, (1) lateral outage from vegetation.
DEFINITION: System Average Interruption Frequency Index
This index represents the number of times the average UCNSB customer experiences a sustained outage in a given year. (Refer to FMPA Distribution Reliability Reports)

It is important to note that the value denoted by an X on the graph is the number of monthly interruptions per customer and the bar on the right is annualized and indicates a year-end projection for the number of interruptions per customer.

\[
\text{SAIFI} = \frac{\text{Total number of Customer Interruptions}}{\text{Total number of Customers Served}}
\]

TARGET: < 1.41 (mean less high and low outliers)

*October 2019 = 0.45 based on 13,011 customer interruptions. (See SAIDI comments.)
*November 2019 = 0.01 based on 284 customer interruptions. (See SAIDI comments.)
*December 2019 = 0.24 based on 6,968 customer interruptions. (See SAIDI comments.)
*January 2020 = 0.01 based on 260 customer interruptions. (See SAIDI comments.)
*February 2020 = 0.08 based on 2,246 customer interruptions. (See SAIDI comments.)
*March 2020 = 0.02 based on 458 customer interruptions. (See SAIDI comments.)
*April 2020 = 0.09 based on 2,756 customer interruptions. (See SAIDI comments.)

Based on current trends we anticipate being green (at or below UC Target) for the year end projection May 2020.
UTILITIES COMMISSION,
CITY OF NEW SMYRNA BEACH

ELECTRIC RELIABILITY

REPORTING PERIOD: APRIL 2020
TIM BEYRLE

CAIDI

DEFINITION:

Customer Average Interruption Duration Index

This index represents the average restoration time when customers are impacted by a sustained outage. (Refer to FMPA Distribution Reliability Reports)

It is important to note that this value is reported as year-to-date and does not indicate a year-end projection.

CAIDI = \[
\frac{\text{Sum of all Customer Minutes Interrupted (SAIDI)}}{\text{Total number of Customer Interruptions (SAIFI)}}
\]

TARGET: < 73.99 (mean less high and low outliers)
### Utilities Commission, City of New Smyrna Beach

#### Financial Management

**QTR 2**  
**YTD 2020**

### Electric O&M Cost Per Customer

<table>
<thead>
<tr>
<th>Period</th>
<th>FY 2020</th>
<th>BEST</th>
<th>MEAN</th>
<th>WORST</th>
<th>UC Budget</th>
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<tr>
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<tr>
<td>QTR 4</td>
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<tr>
<td>FY 2018</td>
<td>$600</td>
<td>$528</td>
<td>$582</td>
<td>$600</td>
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**Target:**  
< $712  
(UC FY 2020 Budget)

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**Definition:**  
The ratio of total electric utility operation and maintenance expenses, excluding all costs of power supply, to the total number of ultimate customers. Operation and maintenance expenses include the costs of transmission, distribution, customer accounting, customer services, sales, and administrative and general expenses. The costs of power supply (generation and all purchased power) are excluded from the ratio. This ratio can be affected by population density and the mix of customers between various classes (residential, commercial, industrial, or other).  
(Refer to American Public Power Association Financial and Operating Ratios.)

\[
\text{Electric O&M Cost Per Customer} = \frac{\text{Total O&M Expenses} - \text{Purchased Power}}{\text{Total Number of Customers}}
\]

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*October 2019 = $528  
*November 2019 = $559  
*December 2019 = $573  
*January 2020 = $582  
*February 2020 = $582  
*March 2020 = $568  
*April 2020 = $600
**DEFINITION:**

The ratio of total, annual, capital expenses to the total number of retail customers. This ratio measures the average capital expenditure incurred by the utility on behalf of each retail customer. Capital expenditure is money spent by the utility on acquiring, upgrading, or maintaining fixed assets, such as property, plant, and equipment.

*Admin/IT/Central Services Projects to highlight: WUC, Meter Dept electric vehicle, Warehouse Storage Building

*Electric Projects to highlight: Smyrna Substation Expansion, New Feeder Line I-95, Switchgears Osmose Pole Inspections/Replacements, 10th St. FDOT Relocations

*Water Resources Projects to highlight: Islesboro Water Main Upgrade, Sanitary Sewer Systems 10 & 11, Canal St./Julia St. FDOT Relocations, 5th St Bridge FDOT Relocations, Barracuda Bridge FDOT Relocations, Lift Station #60 Automatic Transfer Switch, 10th St. FDOT Relocations, PLC Replacement
**DEFINITION:** Water loss control represents the efforts of water utilities to provide accountability in their operation by reliability auditing their water supplies and implementing controls to minimize system losses. Utilities incur real losses from pipeline leakage, incorrect plant metering, and flushing, etc. and apparent losses when customer water consumption is not properly measured or billed. (Refer to American Water Works Association: 2018 AWWA Utility Benchmarking)

Gross Loss = WTP effluent meter reading - Billed to customers

**TARGET:** 24.96 g/c/d  
(based on past 3 years’ average)  

**BENCHMARK:** 32.28 g/c/d  
(AWWA median)

*The UC flushes more than our northern counterparts due to higher Florida temperatures causing chlorine to dissipate faster. This makes our adjusted water losses greater than that of the AWWA’s nationally derived benchmark.

*The “WTP finished meter reading” is a precise month of data, as compared to the “billed to customers” (which has several cycles within a month and some monthly overlap). This will all average out over the course of the year.

*We are scheduled to replace the Plant Master meters (raw and finished) in fiscal year 2020 - this will assist the UC in recording a more accurate read from the WTP.
WATER OUTAGES

YTD 2020

< 4.0
(based last 3 years' average)

< 5.6
(AWWA median)

*December 2019 - 806 N. Atlantic Ave: 6" main failed due to excessive rain, AC (cement based) joint began leaking and required full outage to repair. Replaced 9 feet of pipe.

*January 2020 - Conrad St/Crestwood Ave: 6" PVC main installed by Masci during stormwater project failed, requiring removal by UC crews and re-positioning of main during this emergency repair; Lagoon Ct: 4" PVC main failed due to crack which formed at a tapping saddle (installed many years ago), requiring outage to repair and retapping main for the service.

*February 2020 - N. Peninsula / Minorca: City work on storm water invert caused 6" AC main to break primarily due to its shallow depth.

DEFINITION:
A break is physical damage to a potable water main pipe (6" or larger), valve, hydrant, or appurtenance that results in an abrupt loss of water, requires de-pressurizing the water main to repair, and requires a Precautionary Boil Water Notice (PBWN). A major leak, does not constitute a major break, is physical damage to a potable water main pipe (6" or larger), valve, hydrant, or appurtenance that is able to be repaired with a repair clamp without de-energizing and does not require a Precautionary Boil Water Notice. This indicator quantifies the condition of a water distribution system. (Refer to American Water Works Association: 2018 AWWA Utility Benchmarking)

Breaks/100 miles of pipe = \( \frac{\text{total number of breaks} \times 100}{\text{total miles of distribution system pipe}} \)

TARGET: < 4.0
(based last 3 years' average)

BENCHMARK: < 5.6
(AWWA median)
DEFINITION: The average time to repair a potable break. This indicator reflects how long, on average, the utilities customers are without water due to an unplanned outage. (Refer to American Water Works Association: 2018 AWWA Utility Benchmarking)

Corrective linear maintenance to distribution system length = Total time for corrective maintenance X 100
(hr/100 miles of pipe) Total miles of distribution system piping

TARGET: < 8 hours/100 miles (based last 3 years' average)

BENCHMARK: < 315 hours/100 miles (AWWA top quartile)

*December 2019 - 806 N. Atlantic Ave: 6" main failed due to excessive rain, AC (cement based) ) joint began leaking and required full outage to repair. Replaced 9 feet of pipe.

*January 2020 - Conrad St/Crestwood Ave: 6" PVC main installed by Masci during stormwater project failed, requiring removal by UC crews and re-positioning of main during this emergency repair; Lagoon Ct: 4" PVC main failed due to crack which formed at a tapping saddle (installed many years ago), requiring outage to repair and retapping main for the service.

*February 2020 - N Peninsula / Minorca: City work on storm water invert caused 6" AC main to break primarily due to its shallow depth.
**DEFINITION:**

This indicator quantifies the condition of a wastewater collection system expressed as the annual number of failures per 100 miles of collection system piping. A collection system failure is a loss of capacity resulting from a flow restriction in gravity (8” or larger) or pressurized wastewater system. (Refer to American Water Works Association: 2018 AWWA Utility Benchmarking)

\[
\text{Collection System Integrity} = \frac{\text{Total number of failures}}{\text{Total miles of collection system piping}} \times 100
\]

**TARGET:**

< 0.46

(based on past 3 years' average)

**BENCHMARK:**

< 2

(AWWA median)

*There were no major breaks in fiscal year 2019.*
UTILITIES COMMISSION,
CITY OF NEW SMYRNA BEACH

WASTEWATER OUTAGES

APRIL 2020

YTD 2020

DEFINITION: This indicator reflects how long, on average, it took the utilities to repair a wastewater break. Reporting commenced March 2019.

Corrective linear maintenance to collection services length = Total time for corrective maintenance X 100
(hr/100 miles of pipe) Total miles of collection system piping

TARGET: < 0.40 hours/100 miles
(based on past 3 years' average)

BENCHMARK: < 88 hours/100 miles
(AWWA top quartile)

*There were no major breaks in fiscal year 2019.
DEFINITION: The ratio of total water operation and maintenance expenses (less depreciation expense) to the total number of ultimate customers. Operation and maintenance expenses include the costs of transmission, distribution, collection, customer accounting, customer services, sales, and administrative and general expenses. This ratio can be affected by population density and the mix of customers between various classes (residential, commercial, multi-family, or other). (Refer to American Water Works Association: 2018 AWWA Utility Benchmarking)

\[
\text{Total O&M Cost of Potable Water} = \frac{\text{Total O&M Expenses - Depreciation Expense}}{\text{Total Number of Potable Water Accounts}}
\]

TARGET: < $299 (UC FY 2020 Budget)

*October 2019 = $168
*November 2019 = $195
*December 2019 = $208
*January 2020 = $225
*February 2020 = $229
*March 2020 = $232

*April 2020 = $241
The ratio of total wastewater (including reuse) operation and maintenance expenses (less depreciation expense) to the total number of ultimate customers. Operation and maintenance expenses include the costs of transmission, distribution, collection, customer accounting, customer services, sales, and administrative and general expenses. This ratio can be affected by population density and the mix of customers between various classes (residential, commercial, multi-family, or other). (Refer to American Water Works Association: 2018 AWWA Utility Benchmarking)

\[
\text{Total O&M cost of wastewater} = \frac{\text{Total O&M Expenses} - \text{Depreciation Expense}}{\text{Total Number of Wastewater Accounts}}
\]

**TARGET:**  
< $324 (UC FY 2020 Budget)

*October 2019 = $190  
*November 2019 = $215  
*December 2019 = $237  
*January 2020 = $248  
*February 2020 = $253  
*March 2020 = $249  
*April 2020 = $267
**CUSTOMER SERVICE**

**DEFINITION:** The percentage of calls answered within 60 seconds. This number is directly affected by staffing levels, outages, and walk-in traffic.

**TARGET:** > 85% answered within 60 seconds

*One Customer Service Representative is dedicated specifically to the call center while the remaining Customer Service Representatives handle walk-in, website/e-mail, facsimile, and telephone requests.

*March 2020 - Fully staffed; due to COVID-19 lobby closed 03/19/2020 and disconnections for non-payment suspended 03/17/20 through 05/01/20

*April 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 06/01/2020.
Abandoned Call Rate: The percentage of calls that hang up or dequeue for voicemail after 30 seconds of hold time. Per Cisco, call center standard is to not count a call as abandoned if they hang up or dequeue within the first 120 seconds of hold time.

Average Speed to Answer: The average amount of time it takes for calls to be answered in a call center during a specific time period. This includes the amount of time callers wait in a waiting queue and while the Customer Service Representative’s phone rings however, does not include the time it takes for callers to navigate through the IVR. This number is directly affected by staffing levels, outages, and walk-in traffic.

TARGET: Abandon < 7.0%  Speed to Answer: < 106 seconds

*One Customer Service Representative is dedicated specifically to the call center while the remaining Customer

*March 2020 - Fully staffed; due to COVID-19 lobby closed 03/19/2020 and disconnections for non-payment suspended 03/17/20 through 05/01/20

*April 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 06/01/2020.
The percent of actual meters read for the reporting period out of the total number of meters. Total meters less re-reads less estimated. The variance between services is directly related to Electronic Meter Reading, the majority of electric meters are radio read. (Refer to American Public Power Association Customer Service Survey.)

**DEFINITION:**

- **ELECTRIC TARGET:** > 99.92%
- **WATER TARGET:** > 98.55%
- **BENCHMARK:** > 98%

*The percent of water meter reads is increasing due to favorable weather conditions and the continued efforts to replace outdated, manually read meters with ERT (encoder receiver transmitter) meters.*

*March 2020: Due to automated business process and timing of seasonal customers leaving, automated water re-reads increased.*
**DEFINITION:** Percent of meter re-reads after initial reading, prior to billing, in effort to minimize estimated bills. Re-reads can be due to a number of reasons such as, inclement weather, accessibility, damaged/failing equipment, or human error. This is the percent of rereads divided by the total number of reads for the reporting period.

**TARGET:** < 0.75%

*The percent of re-reads is decreasing due to favorable weather conditions and the continued efforts to replace outdated, manually read meters with ERT (encoder receiver transmitter) meters.

*March 2020: Due to automated business process and timing of seasonal customers leaving, automated water re-reads increased.*
**UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH**

**BILLING & COLLECTIONS**

**REPORTING PERIOD: APRIL 2020**

**DANIELLE WOOD**

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**PERCENT OF ESTIMATED BILLS**

- **DEFINITION:** Percent of utility bills estimated. (Refer to American Public Power Association Customer Service Policies Survey- average estimated is 2%)

- **TARGET:** < .25%  
  **BENCHMARK:** < 2%

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OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | FY 2019

FY 2020  
BENCHMARK  
UC TARGET
UTILITY COMMISSION,  
CITY OF NEW SMYRNA BEACH

BILLING & COLLECTIONS

REPORTING PERIOD: APRIL 2020
DANIELLE WOOD

UNCOLLECTIBLE REVENUE - AS % OF BILLED REVENUE (YTD)

DEFINITION: Percentage of revenue charged off to third party collection agency by reporting period.

TARGET: < .25% (based on past 2 years' averages)
DEFINITION: The volume of purchase orders processed in the reporting period.

*Bids: Vegetation Mgmt

*RSQ: Continuing Professional Hydrogeological Svcs.
DEFINITION: The average number of days it took, beginning with the requisition, to issue the purchase order. The National Institute of Government Procurement has determined the average cycle time for small purchases as approximately 8 days and formal requests to be approximately 20 days.

TARGET: < 8 days ( < $75,000 ) < 20 days ( > $75,000)

*FY 2019 amount $50,000 - FY 2020 amount increased to $75,000 per UC Resolution 2019-04 September 23, 2019.
Electric Operations is under budget by (6) positions: Lineman; S/R Supervisor
Central Services is under budget by (2) positions: Payroll/Benefits Specialist & Lead Mechanic
IT is under budget by (2) positions: Cisco Unified…; DBA
Finance is under budget by (1) positions: Meter
Water Resources is under budget by (1) position: Water Plant Operator
Engineering is under budget by (2) positions: Electrical Engineer (1); Manager, Civil(1)

*January 2020 - under budget by 14 positions; actively recruiting for 5 of the 14.
*February 2020 - under budget by 16 positions; actively recruiting for 6 of the 16.
*March 2020 - under budget by 12 positions; actively recruiting for 4 of the 12.
*April 2020 - under Budget by 14 positions; actively recruiting for 2 of the 14, and 3 additional in preparation for retirements
**HUMAN RESOURCES**

**APRIL 2020**

**YTD 2020**

---

**DEFINITION:** This measures the time between the job announcement of an employee who is leaving the company and the selection of a candidate who will fill the opening. (Refer to Society for Human Resources Management (www.shrm.org) Talent Acquisition Benchmarking Report 2017.)

**TARGET:** ≤ 60 days

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*January 2020: Actively recruiting: Electrical Engineer, Lineman, S/R Supervisor (in preparation of the current incumbent's retirement), and Utilities Employee I*

*February 2020: Actively recruiting: Electrical Engineer, Lineman, S/R Supervisor (in preparation of the current incumbent's retirement), Director of Water Resources (in preparation of retirement), General Office Clerk, and Utilities Employee I*


DEFINITION: Monthly Mandatory Cybersecurity Awareness Training is used to educate all employees on cybersecurity best practices regarding a variety of security awareness training topics in effort to build a security culture that is pervasive throughout the organization, aligning people, policies, and practices with security goals. Standards and legislations that require Security Awareness Program in place: PCI DSS; Sarbanes-Oxley (SOX); NERC CIP; Health Insurance Portability & Accountability Act (HIPAA); ISO/IEC 27001 & 27002; CobiT

TARGET: > 80% Participation

*October 2019: During the month of October (National Cybersecurity Awareness Month), the IT Department held 4 cybersecurity promotions, conducted 3 webinars, held contests, sent out videos and provided training throughout the enterprise. IT conducted onsite vulnerability checks, screen lockout and password assessments on all equipment (laptops, phones, iPad, tablets, desktops) and also provided awareness training on a variety of cyber topics. The IT Department touched every person in the organization.

*A Phish Alert button was added to the ribbon in Outlook to provide UC email users with a quick, efficient method of reporting suspicious emails to IT.

*March 2020: Lower than target participation for the month of March due to the transition to remote working for most of the staff in response to COVID-19.
UTILITIES COMMISSION,  
CITY OF NEW SMYRNA BEACH

INFORMATION TECHNOLOGY

REPORTING PERIOD: APRIL 2020
BRANDY KEEHN

HELP DESK - TICKET RESOLUTION RATE

DEFINITION: The percent of total service tickets opened that the help desk resolved in the period. Used to measure IT vigilance and problem mitigation. Reporting commenced January 2019.

Closed: Resolved Help Desk tickets
Open: Unresolved Help Desk tickets - waiting for information or action

TARGET: > 90% Closed (ITIL - Service Desk Metrics)
APPENDIX
DEFINITION:  
Momentary Average Interruption event Frequency Index  
This index is based on the number of times the average customer is interrupted by Momentary Outage events each year. (Refer to FMPA Distribution Reliability Reports)

\[ \text{MAIFI}_e = \frac{\text{Total number of Customer Momentary Interruption Events}}{\text{Total number of Customers Served}} \]

TARGET:  
\(< 4.2 \)  
(mean less high and low outliers)
UTILITIES COMMISSION, CITY OF NEW Smyrna Beach

ELECTRIC RELIABILITY

REPORTING PERIOD: APRIL 2020
TIM BEYRLE

L-BAR

DEFINITION: Average Length of a Service Interruption
The average length of a single outage. (Refer to FMPA Distribution Reliability Reports)

\[
L\text{-Bar} = \frac{\text{Total minutes of interruption}}{\text{Total number of interruptions}}
\]

TARGET: < 95.78 (mean less high and low outliers)
The ratio of total electric utility administrative and general expenses to the total number of retail customers. This ratio measures the average administrative and general expenses incurred by the utility on behalf of each retail customer. Administrative and general expenses are those electric operation and maintenance expenses not allocable to the costs of power production (generation and power purchases), transmission, distribution, or customer accounting, service and sales. Items which might be included are compensation of executives, office supplies, professional fees, property insurance and claims, pensions and benefits, and other expenses not provided for elsewhere. (Refer to American Public Power Association Financial and Operating Ratios.)

\[
\text{Electric Administrative & General Cost Per Customer} = \frac{\text{Total Administrative & General Expenses}}{\text{Total Number of Customers}}
\]

**TARGET:** < $247 (UC FY 2020 Budget)

*A&G O&M favorable to budget primarily driven by lower pension & benefits and workmens’ comp expense.

*October 2019 = $159
*November 2019 = $168
*December 2019 = $182
*January 2020 = $189
*February 2020 = $195
*March 2020 = $196

*April 2020 = $207
DEFINITION: The ratio of total water utility administrative and general expenses to the total number of retail customers. This ratio measures the average administrative and general expenses incurred by the utility on behalf of each retail customer. Administrative and general expenses are those water resources operation and maintenance expenses not allocable transmission, distribution, collection, or customer accounting, service and sales. Items which might be included are compensation of executives, office supplies, professional fees, property insurance and claims, pensions and benefits, and other expenses not provided for elsewhere.

Water Administrative & General Cost = \( \frac{\text{Administrative & General Expenses}}{\text{Total Number of Potable Water Customers}} \)

TARGET: < $105 (UC FY 2019 Budget)

*A&G O&M favorable to budget primarily driven by lower pension & benefits and workmens’ comp expense.

*October 2019 = $70
*November 2019 = $74
*December 2019 = $77
*January 2020 = $85
*February 2020 = $87
*March 2020 = $86

*April 2020 = $92
DEFINITION: The ratio of total wastewater utility administrative and general expenses to the total number of retail customers. This ratio measures the average administrative and general expenses incurred by the utility on behalf of each retail customer. Administrative and general expenses are those wastewater resources operation and maintenance expenses not allocable transmission, distribution, collection, or customer accounting, service and sales. Items which might be included are compensation of executives, office supplies, professional fees, property insurance and claims, pensions and benefits, and other expenses not provided for elsewhere.

\[
\text{Wastewater Administrative & General Cost} = \frac{\text{Administrative & General Expenses}}{\text{Total Number of Wastewater Customers}}
\]

TARGET: < $145 (UC FY 2020 Budget)

*A&G O&M favorable to budget primarily driven by lower pension & benefits and workmens’ comp expense.

*October 2019 = $82
*November 2019 = $87
*December 2019 = $91
*January 2020 = $99
*February 2020 = $101
*March 2020 = $100
*April 2020 = $107
DEFINITION: Potable water use, which includes indoor uses (e.g., drinking, flushing toilets, preparing food, showering, washing clothes and dishes, etc.) as well as outdoor uses (e.g., watering lawn and gardens, washing cars, etc.). Per capita potable water use will be affected by wet weather conditions. (Refer to the Bieber Index) Reporting commenced March 2019.

TARGET: 134 gallons/capita/day
DEFINITION: These indicators provide the complaint frequency of the utility, reported to the laboratory, related to potable water, including but not limited to, taste, odor, and pressure. Only those complaints logged by the utility, whether acted on or not, are counted. Complaints unrelated to potable water are not considered. (Refer to American Water Works Association: 2018 AWWA Utility Benchmarking)

\[
\text{Technical service complaints/1,000 accounts} = \frac{\text{Total number of technical service complaints}}{\text{Number of water accounts}} \times 1,000
\]

TARGET: 2.6 (AWWA median)
DEFINITION: The difference between the total volume of reclaimed water treated at the Water Reclamation Facility and the total volume of reuse water consumption billed to customers in the reporting period. The percentage of reclaimed water billed is affected by weather conditions. To avoid discharge into the river the utility uses various storage ponds and irrigates UCNSB properties; during drought conditions reclaimed water is restricted.

TARGET: 90%
CUSTOMER SERVICE

DEFINITION: Call duration is the amount of time Customer Service Representatives speak with customers on the phone. (Refer to The International Finance Corporation's Global Best Practices.)

TARGET: < 4 minutes

*February 2020 - Cisco phone upgrade took place 2/24/2020 which deleted all phone reporting data prior to update. Data is not recoverable. Estimated February using available data.

*March 2020 - Fully staffed; due to COVID-19 lobby closed 03/19/2020 and disconnections for non-payment suspended 03/17/20 through 05/01/20

*April 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 06/01/2020.
**ANNUAL NUMBER OF CALLS PER CUSTOMER**

**DEFINITION:** Annual number of calls per customer, not including electronic and walk-in contact.

*February 2020 - Cisco phone upgrade took place 2/24/2020 which deleted all phone reporting data prior to update. Data is not recoverable. Estimated February using available data.*

*March 2020 - Fully staffed; due to COVID-19 lobby closed 03/19/2020 and disconnections for non-payment suspended 03/17/20 through 05/01/20.*

*April 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 06/01/2020.*
DEFINITION:

The percentage of total utility customer contact for the reporting period by various contact options.

*February 2020 - Cisco phone upgrade took place 2/24/2020 which deleted all phone reporting data prior to update. Data is not recoverable. Estimated February using available data.
DEFINITION: The top graph shows the percentage of customer accounts charged a late fee, not paid within allotted 21 day period. The second graph shows the percentage of customer accounts disconnected for non-payment after all collection attempts.

*April 2020 - Due to COVID-19 lobby closed and disconnections for non-payment suspended through 6/1/2020
**DEFINITION:**
Payment method utilized by customers during current reporting period in FY2019 vs. FY2020.

*April 2020 - Drive-Thru closed 04/03/20 payments shown as "Drive-Thru" were left in night deposit box. Lobby was closed entire month, zero "Walk-in" payments.
DEFINITION: This is the number of utility Service Orders processed by the Meter Technicians. It includes all customer requested orders, Read Outs, Cut Ins, Temporary to Permanents, and Cut Outs; excludes disconnect for non-payment.
The number of meter installations completed for the reporting period by service type, and reason, either replacement of existing meter or a new installation.
### PURCHASE ORDERS ISSUED IN EXCESS OF $50,000 FOR REPORTING PERIOD

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>P.O. NO.</th>
<th>VENDOR</th>
<th>ITEM/SERVICE</th>
<th>DOLLAR VALUE</th>
<th>COMMISSION APPROVAL DATE</th>
<th>COMMISSION APPROVAL AGENDA ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Svcs</td>
<td>16289</td>
<td>Altec</td>
<td>Digger D4050B</td>
<td>$294,000.00</td>
<td>3/23/2020</td>
<td>3-j</td>
</tr>
<tr>
<td>Central Svcs</td>
<td>16290</td>
<td>Altec</td>
<td>Digger DM45B</td>
<td>$241,599.00</td>
<td>3/23/2020</td>
<td>3-j</td>
</tr>
<tr>
<td>Central Svcs</td>
<td>16299</td>
<td>Altec</td>
<td>Altec 55’ Bucket Truck</td>
<td>$324,618.00</td>
<td>3/23/2020</td>
<td>3-j</td>
</tr>
<tr>
<td>Central Svcs</td>
<td>16300</td>
<td>Altec</td>
<td>Altec 55’ Bucket Truck</td>
<td>$324,618.00</td>
<td>3/23/2020</td>
<td>3-j</td>
</tr>
<tr>
<td>Central Svcs</td>
<td>16302</td>
<td>Altec</td>
<td>Altec 41’ Bucket Truck</td>
<td>$206,689.00</td>
<td>3/23/2020</td>
<td>3-j</td>
</tr>
<tr>
<td>Central Svcs</td>
<td>16303</td>
<td>Altec</td>
<td>2 Altec 55’ Bucket Truck</td>
<td>$649,236.00</td>
<td>3/23/2020</td>
<td>3-j</td>
</tr>
<tr>
<td>Water</td>
<td>16375</td>
<td>Mid Florida Diesel</td>
<td>Generators</td>
<td>$179,000.00</td>
<td>4/27/2020</td>
<td>3-d</td>
</tr>
</tbody>
</table>

**DEFINITION:** Per UC Resolution 2019-04, approved at the September 23, 2019 Utilities Commission meeting: Sealed bids and or requests for proposal and Commission approval are required for purchases exceeding $75,000.
**DEFINITION:** Tracks the percentage of workers who are absent for unscheduled/unexcused reasons during a given period of time. Reference Society for Human Resources Management (www.shrm.org).

\[
\text{Absence Rate} = \frac{\text{# of hours of unexcused absences} \times 100}{\text{total hours scheduled to work in the period}}
\]

The Department of Labor reports the industry average absence rate in 2018 was 2.4% for utilities and 3.2% for local governments (https://www.bls.gov/cps/cpsaat47.htm).

**TARGET:** < 2%

**BENCHMARK:** < 2.4%
DEFINITION: Retention of Talent indicates job stability of the company. An index of high staff turnover implies high costs for the employer. The rate of retention is calculated by comparing the number of employees who joined the company in a specified period vs. those who stayed during the same period. (Refer to Society for Human Resources Management (www.shrm.org) Talent Acquisition Benchmarking Report 2017.)

\[
\text{Retention Rate} = \left( \frac{\text{Number of employees who remained employed for the entire measurement period}}{\text{Number of employees at the start of the measurement period}} \right) \times 100
\]

*December 2019 - one retirement on 12/31/2019
*January 2020 - one death (not related to employment)
*February 2020 - two voluntary resignations
*April 2020 - two retirements (Lineman; S/R Supervisor), one voluntary resignation (Lineman)
DEFINITION: Customer to Employee Ratio shows how many Commission customers we have per 1 Commission FTE
A Phish Alert button was added to the ribbon in Outlook to provide UC email users with a quick, efficient method of reporting suspicious emails to IT.

DEFINITION: The number of reported suspicious emails or suspicious cybersecurity activity by employees. Used to quantify the effectiveness of a Cybersecurity Awareness Training. Standards and legislations that require Security Awareness Program in place: PCI DSS; Sarbanes-Oxley (SOX); NERC CIP; Health Insurance Portability & Accountability Act (HIPAA); ISO/IEC 27001 & 27002; CobiT  
Reporting commenced January 2019.
Information and discussion regarding UCNSB's customer billing status in association with interim collection processes initiated due to the declared emergency surrounding the Coronavirus pandemic.

RECOMMENDED ACTION:
Information and discussion regarding UCNSB's customer billing and interim collection processes in response to COVID-19.
Information regarding a UCNSB presentation for the Florida Public Service Commission Hurricane Preparation Workshop held on May 19, 2020.

This is an annual workshop, held virtually this year, and included presentations from each of Florida's investor-owned electric utilities, as well as a representative from the electric cooperatives and one from public power. This year's representative from public power was UCNSB.

The workshop is an opportunity for the electric utilities to discuss their hurricane season preparations and lessons learned from previous seasons with the PSC Commissioners and staff.

RECOMMENDED ACTION:
Information regarding UCNSB's presentation provided during the Florida Public Service Commission's Hurricane Preparation Workshop held on 5-19-20 - no action required.
Overview

Areas covered in this presentation

• Background of Utilities Commission, City of New Smyrna Beach
• Hurricane Preparedness
• Hurricane Dorian ‘19 vs. Hurricane Matthew ’16
• Incident Response and Communications
• Lessons Learned
• Summary
Background

Utilities Commission, City of New Smyrna Beach

• UCNSB is a non-taxing, political subdivision of the State of Florida, created by Special Legislative Act

  • UCNSB is just one of the 34 municipal electric utilities in the state - exclusively committed to serving our customers, not investors. UCNSB is funded solely through utility revenues and is not a taxing authority

• UCNSB offers electric, water, wastewater, and reuse water services to approximately 29,000 residential and commercial customers, with a peak system load of approximately 109 MW

• Electric service territory is approximately 71.9 square miles

  • UCNSB owns and maintains approximately 231 miles of overhead and 33 miles of underground electric circuits
Hurricane Preparedness
# Hurricane Preparedness

## Stock, Veg Management, Reliability Programs

### Storm Stock
- Tools, equipment, supplies, PPE, and food
- Preparations for agreements with local restaurants for meals

### Vegetation Management
- From annual feeder mains trimming with hot spot lateral trimming
- To annual three-year feeder mains and laterals trimming cycle

### Pole Inspection & Replacement Program
- 8-year inspection cycle, last completed in 2019
- Replacing deficient poles on a prioritized basis

### Storm Hardening & Reliability Program
- Automation device evaluation and placement
  - Trip savers; Sectionalizing equipment (reclosers); Evaluating/Implementing automated load transfer schemes
- New protocols
  - Selective undergrounding; new pole standards (i.e., use of concrete poles)
Hurricane Preparedness

Storm Playbook and Incident Command

• Storm Playbook was developed and utilized to steer incident planning and response

• “Storm Center” location and key roles identified
  • Utilized central Storm Center to coordinate entire effort
  • Expanded use of UC staff for storm event roles
Hurricane Preparedness

Storm Playbook and Incident Command

• Storm leadership team began meeting and implementing initial elements of the playbook the week before the storm was projected to make Florida landfall

• Preparation and ample lead time meant potential issues could be better anticipated and resolved prior to storm

• Expectations for all staff clearly presented prior to event

• Leveraged FMEA to obtain mutual assistance resources

• City provided land adjacent to NSB Airport for crew staging area
Pre-Storm Communications

- Postings began at the start of hurricane season
  - Making preparations; posts about generator safety; lines down safety; power restoration; etc.
  - Worked with FMPA and other municipal utilities on a Power Restoration Process Whiteboard Video
    - Showing the power restoration process and priorities; completed version was available just in time for Hurricane Dorian
  - Social Media/Website Posts began prior to Dorian’s projected landfall
    - Posts were prepared & scheduled in advance to post automatically throughout the weekend
    - Utilized FMEA’s “canned” hurricane messages to ensure we had full range of topics covered
Hurricanes
Dorian (‘19) vs. Matthew (‘16)
Dorian ‘19 vs. Matthew ‘16
Similar Paths and Coastal Threats

Dorian T-48 Hours

Matthew T-48 Hours
A T-48 to 24 Hours a North-Northeast shift pushed Hurricane Dorian just far enough offshore to reduce impact - preparations had to be similar.
Incident Response & Communications
Incident Response

*Dorian’s Impact to NSB*

• Winds increased the night of Tues 9/3, then peaked at 60 mph at 0400 on Wed 9/4, gusts causing outages continued through around 1600

• By 1600 Wed 9/4, over 50% of our customers (15,363) customers were impacted by 38 outage events with 1,214,458 customer minutes interrupted

• Restoration was complete in less than 24-hours
Incident Response
It’s Go Time!

Opened Storm Center

On-the-job training as we worked to implement new procedures

Paramount to have all key Incident Command and communication players in the same building

Real-time outage spreadsheet and maps of major outage locations enabled timely website and social media based communications

Posted photos of employees working the storm to provide customers a view of the work being performed

Received many accolades from customers, not only for restoration efforts, but also for communications
Lessons Learned
Lessons Learned

• Being prepared and coordinating with industry peers to leverage best practices and resources is paramount

• In a stressful event for employees and customers, messages early and often is critical to ensure stakeholders are informed

• Social media platforms enabled area specific outage and restoration updates and safety messaging - customers provided very positive feedback

• It is important to publicly thank all the key “behind the scene” players (not just the line workers) so the community has an understanding that it takes the whole team (and it helps with morale)
Summary
Summary

UCNSB’s Response and Recovery

• Hurricane Dorian posed a significant threat to the East Coast Florida Coastal Communities
  • Crossed Bahamas as Cat 5 Cyclone
  • T-48 Hour path and threat was virtually the same as Matthew, then North-Northeast turn reduced impacts

• Preparation, sharing mutual assistance resources key to being ready
  • Storm Playbook, Incident Command Structure, Mutual Assistance Resources and “all hands on deck” to support the effort

• Timely Communications
  • Social Media and website reach and keep customers informed throughout the event
COVID-19 Hurricane Considerations
Supporting All Municipal Utilities Response and Recovery

• 2020 Hurricane Season Concerns due to COVID-19
  • Lodging and Food availability
  • PPE and testing for Mutual Aid crews
  • Supplies – Additional Beyond Stock During Restoration/Recovery

Thank you for ongoing assistance and support.

Questions?
The Utilities Commission entered into a “Communications Site Easement Agreement” on February 5, 2001 (the “Original Agreement”) with Nextel SouthCorp. The Original Agreement provided a ground lease of certain property with an access easement permitting Nextel to erect a communications tower near Field Street. On October 7, 2019, Nextel’s successor, SpectraSite Communications, LLC, doing business as American Tower Corporation (hereafter “American Tower”), requested an extension to the agreement that is set to expire in June 19, 2025.

Currently, American Tower pays the Utilities Commission a monthly rental rate of $1,749. American Tower’s initial offer for a 30 year extension was:

1. $40,000 one-time signing bonus, payable within 30 days of full execution of an amendment;
2. Rent and escalation to continue as specified in the original lease agreement
3. Future tenant revenue share payable in the amount of $200/month applicable to any new tenant to sublease space on the tower following the full execution of an amendment
4. Six (6) additional lease periods of five (5) years each, commencing June 19, 2025, with an original end date of June 19, 2055

Subsequent to American Tower’s initial offer, staff has also negotiated an Amended and Restated Communications Site Lease Agreement (the “Restated Agreement”) with improved conditions that increasing the one-time payment from $40,000 to $55,000 in return for an extension to June 19, 2060 on the ground lease. Staff has also negotiated a rent increase of 3% per year for the life of the agreement. On the anniversary date of June 20, 2020, the current payment of $1,749.01 will increase each year annually by 3%. June 20, 2020 payment will increase to $1,801.48. The next 3% increase will be on June 20, 2021 and the payment will be $1,855.52. In addition, the UC can attach up to five (5) antennas on the Tower for future communication needs.

Because the proposed Restated and Amended Communications Site Lease Agreement has a term that is longer than four (4) years, General Counsel is also requesting approval of the City Commission. Staff and General Counsel have reviewed the Restated Agreement and recommend that the Utilities Commission approve the Restated Agreement subject to and to take effect upon approval by the City Commission.

FUNDING SOURCE(S) N/A

RECOMMENDED ACTION:
A motion to approve the attached Restated and Amended Communications Site Lease Agreement with SpectraSite Communications, LLC (dba American Tower Corporation), and authorize the General Manager/CEO or his designee to execute and enter into this Agreement. And due to length of the agreement, for the agreement to take effect upon approval by the City Commission.

GM/CEO Joseph Bunch

NOTE: ALL AGENDA ITEMS MUST BE IN THE GENERAL MANAGER'S OFFICE BY NOON MONDAY TO FRIDAY TWO WEEKS PRIOR TO THE REGULAR MONDAY COMMISSION MEETING.
COMMUNICATIONS SITE EASEMENT AGREEMENT (GROUND)

This Communications Site Easement Agreement (Ground) ("Agreement") is entered into this 11th day of November, 2001, between Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility, with an office at 200 Canal Street, New Smyrna Beach, Florida 32168 ("UCNSB"), and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an address of 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 ("Nextel").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. UCNSB is the owner of a parcel of land (the "Land") located in the City of New Smyrna Beach, County of Volusia, State of Florida commonly known as Field Street, New Smyrna Beach, Florida 32168. The Land is more particularly described in Exhibit A annexed hereto. UCNSB hereby grants an easement to Nextel and Nextel receives said easement from UCNSB, approximately Ten Thousand (10,000) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. Use. The Premises may be used by Nextel for any activity in connection with the provision of communications services. UCNSB agrees to cooperate with Nextel, at Nextel's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Nextel's intended use of the Premises.

3. Tests and Construction. Nextel shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Nextel Facilities (as defined in paragraph 6(b) below).

4. Term. The term of this Agreement shall be four (4) years commencing upon construction of Nextel Facilities or One Hundred Eighty (180) days from full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the fourth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Nextel shall have the right to extend the Term for five (5) successive four (4) year periods (the "Renewal Terms") on the same terms and conditions set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Nextel notifies UCNSB of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. Rent.

(a) Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, Nextel shall pay to UCNSB as rent One Thousand and 00/100 DOLLARS ($1,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to UCNSB at P.O. Box 100, New Smyrna Beach, Florida 32170-0100; Attention: Chief Financial Officer.

(b) Payment shall be increased on the commencement date of each Renewal Term by an amount equal to fifteen percent (15%) of the payment for the previous Term or Renewal Term.

6. Facilities; Utilities; Access.

(a) Nextel has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereon ("Nextel Facilities"). In connection therewith, Nextel has the right to do all work necessary to prepare, maintain and alter the Premises for Nextel's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Nextel's construction and installation work shall be performed at Nextel's sole cost and expense and in a good and workmanlike manner. Title to the Nextel Facilities shall be held by Nextel. All Nextel Facilities remain Nextel's personal property and are not fixtures. Nextel has the right to remove all Nextel Facilities at its sole expense on or before the expiration or earlier termination of the Agreement, provided, Nextel repays any damage to the Premises caused by such removal.

(b) Nextel shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Nextel shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Nextel's exclusive use). UCNSB agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Nextel or to the servicing utility company at no cost to the Nextel, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to UCNSB and the servicing utility company.

(c) Nextel, Nextel's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to UCNSB twenty-four (24) hours a day, seven (7) days a week, at no charge. UCNSB grants to Nextel, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) UCNSB grants Nextel permission to construct an access road (the "Access Road") at least twelve feet wide, from the public roadway, Field Street, across the Land owned by UCNSB, to the Premises, and as more fully described in Exhibit B. Nextel will maintain the Access Road at its sole cost and expense except for damages resulting from use of the Access Road by UCNSB, or its agents, employees, contractors, or invitees, the cost of which shall be UCNSB's sole responsibility. UCNSB shall maintain all other access roadways from the nearest public roadway to the Land for Nextel's non-exclusive use in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. UCNSB shall maintain the access roadways at its sole cost and expense except for damages resulting from use of the access roadways by Nextel or its agents, employees, contractors, or invitees, the cost of which shall be Nextel's sole responsibility.

(e) Upon termination or expiration of this Agreement, said easement and associated rights thereto shall be returned in full to UCNSB. UCNSB shall have the option, upon abandonment of the site by Nextel, to purchase said tower for the purchase price of One and 00/100 Dollar ($1.00), unless abandonment is the result of any provision in paragraph 10 below. Should UCNSB elect not to purchase said tower, Nextel shall not be required to remove any foundation more than one (1) foot below grade level.

7. Interference.

(a) Nextel shall operate the Nextel Facilities in a manner that will not cause interference to UCNSB and other lessees or licensees of the Land, provided that their installations predate that of the Nextel Facilities. All operations by Nextel shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Nextel Facilities, UCNSB shall not permit itself, its lessees or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by UCNSB, if such equipment is likely to cause interference with Nextel's operations. Such interference shall be deemed a material breach by UCNSB. In the event interference occurs, UCNSB agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

8. Taxes. If personal property taxes are assessed, Nextel shall pay any portion of such taxes directly attributable to the Nextel Facilities. UCNSB shall pay all real property taxes, assessments and deferred taxes on the Land.
(a) UCNSB waives any lien rights it may have concerning the Nextel Facilities which are deemed Nextel's personal property and not fixtures, and Nextel has the right to remove the same at any time without UCNSB's consent.

(b) UCNSB acknowledges that Nextel has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Nextel Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, UCNSB (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Nextel for any reason or for no reason, provided Nextel delivers written notice of early termination to UCNSB no later than thirty (30) days prior to the Commencement Date; or (iii) by Nextel if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Nextel Facilities; or (iv) by Nextel if Nextel is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Nextel if Nextel determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. Destruction or Condemnation. If the Premises or Nextel Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Nextel may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to UCNSB to more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Nextel chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance.

(a) Nextel, at Nextel’s sole cost and expense, shall procure and maintain on the Premises and on the Nextel Facilities, bodily injury and property damage insurance coverage with a limit of One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Nextel, its employees and agents arising out of or in connection with Nextel’s use of the Premises, all as provided for herein. UCNSB shall be named as an additional insured on Nextel’s policy. Nextel shall provide to UCNSB a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

(b) UCNSB, at UCNSB’s sole cost and expense, shall procure and maintain on the Premises and on the Nextel Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of UCNSB, its employees and agents arising out of or in connection with UCNSB’s use of the Premises, all as provided for herein. Nextel shall be named as an additional insured on UCNSB’s policy. UCNSB shall provide to Nextel a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. Waiver of Subrogation. UCNSB and Nextel release to each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Nextel Facilities thereon caused by, or that result from, risks insured against under insurance policies carried by the parties and in force at the time of any such damage. UCNSB and Nextel shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither UCNSB nor Nextel shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment and Subletting. Nextel may assign this Agreement or sublet a portion thereof to an entity upon written notification to UCNSB by Nextel, subject to the assignee assuming all of Nextel’s obligations herein. Upon assignment or subletting, Nextel shall be relieved of all future performance, liabilities and obligations under this Agreement. Nextel shall have the right to sublet this Agreement without UCNSB’s consent. UCNSB may assign this Agreement upon written notice to Nextel, subject to the assignee assuming all of the UCNSB’s obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of UCNSB’s Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Nextel may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity, without obligating for borrowed money in respect of guarantees thereof, or (iii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iv) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. Warranty of Title and Quiet Enjoyment. UCNSB warrants that: (i) UCNSB owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; and (ii) UCNSB has full right to make and perform this Agreement; and (iii) UCNSB covenants and agrees with Nextel that upon Nextel paying the Rent and observing and performing all the terms, covenants and conditions on Nextel’s part to be observed and performed, Nextel may peacefully and quietly enjoy the Premises.

16. Repairs. Nextel shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Nextel. Except as set forth in Paragraph 9(a) above, upon expiration or termination hereof, Nextel shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Nextel’s control excepted.

17. Hazardous Substances. Nextel agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. UCNSB represents, warrants and agrees (1) that neither UCNSB nor, to UCNSB’s knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage, or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that UCNSB will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. UCNSB and Nextel each agree to defend, indemnify and hold harmless the other and the other’s partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney’s fees and costs) arising from any breach of any representation, warranty or covenant contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Lessor’s Antennas. Lessor shall have the right to place up to five (5) antennas ("Lessor’s Antennas") on Lessor’s tower and ground space, in a location mutually acceptable to both parties and subject to the terms and conditions of this Paragraph 18. All work associated with the installation of Lessor’s Antennas shall be performed by Lessor, but all costs associated with the installation shall be Lessor’s sole responsibility. Lessor shall submit to Lessee its proposed equipment, plans and specifications for the Lessor Antennas and such plans are subject to Lessee’s review and approval. Lessee may not unreasonably withhold its approval, but may rejects or modify Lessor’s plans based on the following considerations (which is in no way intended to be an all-inclusive list): (i) the availability of space on the tower; (ii) the structural integrity of the
tower; and (iii) the likelihood that Lessor's Antennas will cause interference with the Lessee Facilities. Lessor's right to have Lessor's Antennas located on Lessee's tower shall continue as long as this Agreement is in effect, provided that Lessor's Antennas do not interfere with the Lessee Facilities. In the event that Lessor's Antennas interfere with the Lessee Facilities, Lessee, at Lessor's sole expense, shall have the right to take all steps necessary to eliminate such interference. In the event that the interference cannot be eliminated within a reasonable time period, Lessee shall have the right to remove Lessor's Antennas from the tower at Lessor's sole cost and expense. Lessee shall submit periodically invoices with supporting documentation to Lessor for work performed by Lessee on Lessor's behalf, including removal of Lessor's Antennas if necessary, pursuant to this Paragraph 18. Lessor shall remit to Lessee payment for such invoices within thirty (30) days after Lessor receives same. In the event Lessee does not reimburse Lessor for such costs within said thirty (30) days, Lessee shall have the right to offset those costs from Rent until they are recovered.

19. Miscellaneous.
(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the respective parties.
(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

UCNSB: Utilities Commission, City of New Smyrna Beach
Attn: Chief Financial Officer
P.O. Box 100
New Smyrna Beach, Florida 32170-0100

Nextel: Nextel South Corp.
851 Travalgar Court, Suite 300 East
Mailand, FL 32751
Attn: Property Manager

OR:
200 Canal Street
New Smyrna Beach, Florida 32168

With a copy to:

Nextel Communications, Inc.
2001 Edmund Halley Drive
Roxton, VA 20191-3436
Sixth Floor, Mail Stop 6E630
Attn: Site Leasing Services, Contracts Manager

(e) This Agreement shall be governed by the laws of the State of Florida.

(f) UCNSB acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Nextel in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, UCNSB agrees to obtain and furnish to Nextel a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Nextel may obtain title insurance on its interest in the Land. UCNSB shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Print Name: [Signature]

Witnes: [Signature]

Print Name: [Signature]

STATE OF FLORIDA
COUNTY OF [County]

The foregoing instrument was acknowledged before me this ___ day of [Month], 2001, by Ronald L. Vaden, as Utilities Director of Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility, who is personally known to me or who has produced [Identification] as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]

Print Name: [Signature]

My commission expires: 1/28/02

(SIGNATURES CONTINUED ON FOLLOWING PAGE)
Signed, sealed and delivered in the presence of:

Witness
Print Name: John Cafaro

Witness
Print Name: Dr. John D. Jackson

STATE OF GEORGIA
COUNTY OF Griffin

The foregoing instrument was acknowledged before me this 5th day of February, 2001, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Maclecheia Thompson
Notary Public

Print Name

My commission expires: ____________________
EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated ____________, ______, by and between Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility as UCNSB, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Nextel.

The Land is described and/or depicted as follows (metes and bounds description):

Lots 23 thru 26, inclusive, THE MODEL LAND CO. AT NEW SMYRNA, as recorded in Plat Book 4, Page 9 of the Public Records of Volusia County, Florida.
DESCRIPTION OF PREMISES

to the Agreement dated _______ , by and between the Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility as UCNSB, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Nextel.

The Nextel Premises consist of approximately Ten Thousand (10,000) square feet that includes but is not limited to shelter space, antenna space, easements, and cable runs that are described and/or depicted as follows:

NOT TO SCALE

Site No.: FL 1075 H
Site Name: Smyrna South

Notes:
1) This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2) Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3) Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4) The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this __ day of ___, ______, by and between Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility, with an address at P.O. Box 100, New Smyrna Beach, Florida 32170-0100, Attn.: Chief Financial Officer (hereinafter referred to as “UCNSB”) and Nextel South Corp., a Georgia corporation, dba Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as “Nextel”).

UCNSB and Nextel entered into a Communications Site Easement Agreement ("Agreement") on the __ day of ___, _______, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

The term of the Agreement is for four (4) years commencing on ___, ______ ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive four (4) year options to renew.

The Land which is the subject of the Agreement is in Volusia County, Florida, described in Exhibit A annexed hereto. The portion of the Land where the easement is provided to Nextel (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness
Print Name: ____________________________

Witness
Print Name: ____________________________

STATE OF ____________________________
COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this __ day of ___, _______, by Ronald L. Vaden, as Utilities Director of Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility, who is personally known to me or who has produced ____________________________ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public
Print Name: ____________________________

My commission expires: ____________________________

(SIGNATURES CONTINUED ON FOLLOWING PAGE)
Signed, sealed and delivered in the presence of:

Witness
Print Name: ________________________________

Witness
Print Name: ________________________________

STATE OF GEORGIA
COUNTY OF ________________________________

The foregoing instrument was acknowledged before me this ______ day of ________, 2007, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, db/a Nextel Communications who is personally known to me or who has produced ___________________________ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public
Print Name: ________________________________

My commission expires: ________________________

NEXTEL:
Nextel South Corp., a Georgia corporation
d/b/a Nextel Communications

By: FOR EXHIBIT ONLY - DO NOT EXECUTE
Print Name: John Cafaro
Title: Vice President

Printed Name: ________________________________
MEMORANDUM OF AGREEMENT

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated ________________, by and between Utilities Commission, City of New Smyrna Beach, Florida as UCNSB, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Nextel.

The Land is described and/or depicted as follows (metes and bounds description):

Lots 23 thru 26, inclusive, THE MODEL LAND CO. AT NEW SMYRNA, as recorded in Plat Book 4, Page 9 of the Public Records of Volusia County, Florida.
MEMORANDUM OF AGREEMENT

EXHIBIT B

DESCRIPTION OF PREMISES

to the Memorandum of Agreement dated __________, by and between Utilities Commission, City of New Smyrna Beach, Florida as UCNSB, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Nextel.∗

NOT TO SCALE

Site No.: FL 1075 H
Site Name: Smyrna South

Notes:
1) This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2) Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3) Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4) The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

∗Exhibit B may be replaced by a land survey of the Premises once it is received by Lessee.
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 5th day of February, 2001, by and between Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility, with an address at P.O. Box 100, New Smyrna Beach, Florida 32178-0100, Attention: Chief Financial Officer (hereinafter referred to as "UCNSB") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "Nextel").

UCNSB and Nextel entered into a Communications Site Easement Agreement ("Agreement") on the ___ day of __________ , for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

The term of the Agreement is for four (4) years commencing on ___ ___ ___ ___ 19___ ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive four (4) year options to renew.

The Land which is the subject of the Agreement is in Volusia County, Florida, described in Exhibit A annexed hereto. The portion of the Land where the easement is provided to Nextel (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

UCNSB:
Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility

By: Ronald L. Vaden
Print Name: Ronald L. Vaden
Title: Utilities Director

Witness:
Print Name: Mary M. Coles

Witness:
Print Name: Thomas R. Far

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of February, 2001, by Ronald L. Vaden, as Utilities Director of Utilities Commission, City of New Smyrna Beach, Florida, a municipal utility, who is personally known to me or who has produced FF/9 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Debra P. Simmons
Print Name: Debra P. Simmons
My commission expires: 1/28/02

(SIGNATURES CONTINUED ON FOLLOWING PAGE)
RESTATED AND AMENDED COMMUNICATIONS SITE LEASE AGREEMENT

This Restated and Amended Communications Site Lease Agreement ("Amendment") is made effective as of the latter signature date hereof (the "Effective Date") by and between Utilities Commission, City of New Smyrna Beach, Florida, a political subdivision and agency of the City of New Smyrna Beach, with an office at 200 Canal Street, New Smyrna Beach, Florida 32168 ( "Landlord"), and SpectraSite Communications, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Tenant"), as successor to Nextel South Corporation.

RECITALS

1. The Landlord owns that parcel of the land described as parcel number 7419-23-00-0230 which is located at 1000 Field Street situated in the City of New Smyrna Beach, County of Volusia, State of Florida, and which has a legal description commonly described as follows:

   Lots 23 through 26, The Model Land Company at New Smyrna, Florida, according to the plat thereof as recorded in Plat Book 4, Page 9, Public Records of Volusia County, Florida.

   which lands are hereafter referred to as the “Property.”

2. Pursuant to that Communications Site Easement Agreement (Ground) dated February 5, 2001 (hereafter the “Existing Agreement”), Landlord and Tenant acknowledge that, notwithstanding any characterization to the contrary contained therein, the Landlord previously granted to Tenant’s predecessor in interest, Nextel South Corporation, a Georgia corporation, d/b/a Nextel Communications a leasehold tenancy to a 10,000 square foot parcel of land located within the Property.

3. The Existing Agreement is set to expire on June 19, 2025.

4. Landlord and Tenant are in agreement on terms to extend the term of the Existing Agreement to June 19, 2060.

5. As a condition of Landlord’s consent to the extension, the parties are modifying certain provisions and restating their agreements in this Amendment, which will supersede the Existing Agreement.

6. Landlord represents that it has all right, power, and authority to grant the rights set forth herein, and that it has full rights of ingress to and egress from the Leased Premises (defined below).
7. Based upon these Recitals set forth herein and upon the terms and conditions set forth below, the Landlord is willing to lease the Leased Premises to Tenant for Tenant’s current or proposed use subject to the terms and conditions contained in this Agreement.

ACCORDINGLY, in consideration of the above stated Recitals and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

SECTION 1. PREMISES AND USE. As of the Effective Date, Landlord leases to Tenant the Leased Premises (consisting of a portion of Landlord’s Property) consisting of approximately 10,000 square feet of land (hereafter the “Leased Premises”) more particularly described in Exhibit “A” attached to and incorporated in this Amendment. The Leased Premises may be used by Tenant for any activity in connection with the provision of communications services.

SECTION 2. EXTENDED TERM. Notwithstanding anything to the contrary contained in the Existing Agreement or this Amendment, the parties agree the Existing Agreement originally commenced on June 20, 2001 and, without giving effect to the terms of this Agreement but assuming the exercise by Tenant of all remaining renewal options contained in the Existing Agreement (each an “Existing Renewal Term” and, collectively, the “Existing Renewal Terms”), the Existing Agreement is otherwise scheduled to expire on June 19, 2025. In addition to any Existing Renewal Term(s), the Existing Agreement is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a “New Renewal Term” and, collectively, the “New Renewal Terms”). Notwithstanding anything to the contrary contained in the Existing Agreement, all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Existing Agreement, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) References in this Amendment to “Renewal Term” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as Exhibit “B” and by this reference made a part hereof (the “Memorandum”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

SECTION 3. RENT.

3.1. Initial One-Time Payment. In consideration of Landlord’s extension of the Existing Agreement by virtue of this Amendment, Tenant shall pay to Landlord a one-time payment in the amount of Fifty-Five Thousand and No/100 Dollars ($55,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant’s receipt of this Amendment executed by Landlord, on or before April 30, 2020; (b) Tenant’s confirmation that Landlord’s statements as further set forth in this Amendment are true, accurate, and complete, including verification of
Landlord’s ownership; (c) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

3.2. Escalation. The parties hereby acknowledge and agree that the rent payable from Tenant to Landlord currently is and shall remain One Thousand Seven Hundred Forty Nine and 01/100 ($1,749.01) dollars per month (the “Rent”). Commencing on June 20, 2020 and on each successive annual anniversary thereof, Rent due under the Existing Agreement, as amended herein, shall increase by an amount equal to three percent (3%) of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Existing Agreement, all Rent and any other payments expressly required to be paid to Landlord under the Existing Agreement shall be paid to the Landlord’s Chief Finance Officer by Tenant. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Existing Agreement are hereby null and void and are of no further force and effect.

3.3. Revenue Share.

a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to Two Hundred and No/100 Dollars ($200.00) per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such party, the “Additional Collocator”) subsequent to the Effective Date (such amount, the “Collocation Fee”). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Agreement and/or the Existing Agreement.

b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant’s obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant’s obligations and/or rights under the Existing Agreement, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.
c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Tenant’s communications tower, all on such terms as Tenant deems advisable, in Tenant’s sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant’s predecessors- in-interest, as applicable, and any third parties, or such third parties’ predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the “Current Agreements”); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Current Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators’ facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

SECTION 4. FACILITIES; UTILITIES; ACCESS.

4.1. The parties hereby agree that no defaults exist under the Existing Agreement. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the Leased Premises prior to the Effective Date, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Upon request by Tenant and at Tenant’s sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4.2. Tenant has the right to erect, maintain and operate on the Leased Premises radio communications facilities, including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto (the “Tenant Facilities”). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Leased Premises for Tenant’s business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant’s construction and installation work shall be performed at Tenant’s sole cost and expense and in a good and workmanlike manner. Title to the Tenant Facilities shall be held by Tenant. All of Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all Tenant Facilities at its sole expense on or before the expiration or earlier termination of the Existing Agreement; provided, Tenant repairs any damage to the Leased Premises caused by such removal, reasonable wear and tear excepted.

4.3. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Existing Agreement, as modified by this Amendment. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way.

4.4. Landlord has previously granted to Tenant permission to construct an access road (the “Access Road”) at least twelve feet wide, from the public roadway, Field Street, across the Property owned by Landlord to the Leased Premises, and as more fully described in Exhibit A. Tenant will maintain the Access Road at its sole cost and expense except for damages resulting from use of the Access Road by Landlord, or its agents, employees, contractors, or invitees, the cost of which shall be Landlord's sole responsibility. Landlord shall maintain all other access roadways from the nearest public roadway to the Property for Tenant’s non-exclusive use in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall maintain the access roadways at its cost and expense except for damages resulting from use of the access roadways by Tenant or its agents, employees, contractors, or invitees, the cost of which shall be Tenant’s sole responsibility.

4.5. The parties hereby acknowledge and agree that Section 6(e) of the Existing Agreement is hereby deleted and is of no further force or effect.

**SECTION 5. INTERFERENCE.**
5.1. Tenant shall operate the Tenant Facilities in a manner that will not cause interference to Landlord and other lessees or licensees of the Property, provided that their installations predate that of the Tenant Facilities. All operations by Tenant shall be in compliance with all Federal Communications Commission (“FCC”) requirements.

5.2. Subsequent to the installation of the Tenant Facilities, Landlord shall not permit itself, its lessees or licensees to install new equipment on the land or property contiguous thereto owned or controlled by Landlord, if such equipment is likely to cause interference with Tenant's operations. Such interference shall be deemed a material breach by Landlord. In the event interference occurs, Landlord agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

SECTION 6. TENANT’S SECURITIZATION RIGHTS; ESTOPPEL. From and after the Effective Date of this Amendment, the obligations of the parties with respect to Tenant’s securitization rights shall be controlled by this Section. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a “Security Interest”) in Tenants interest in the Existing Agreement, as amended, and all of Tenant’s property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant’s mortgagee (“Tenant’s Mortgagee”) of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a “Holder”) as “Tenant” hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

SECTION 7. DESTRUCTION OR CONDEMNATION. If the Leased Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate the Existing Agreement, as modified by this Amendment, as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate the Existing Agreement, as modified by this Amendment, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Leased Premises.

SECTION 8. INSURANCE.

8.1. Tenant, at Tenant’s sole cost and expense, shall procure and maintain on the Premises and on the Tenant Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant’s use of the Leased Premises, all as provided for herein. Landlord shall be named as an additional insured on Tenant’s policy.
8.2. Landlord, at Landlord’s sole cost and expense, shall procure and maintain on the Premises and on the Tenant Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord’s use of the Premises, all as provided for herein, Tenant shall be named as an additional insured on Landlord’s policy.

SECTION 9. WAIVER OF SUBROGATION. Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Leased Premises or to the Tenant Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Section 9.

SECTION 10. WARRANTY OF TITLE AND QUIET ENJOYMENT. Landlord warrants that: (i) Landlord owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Landlord has full right to make and perform this Amendment; and (iii) Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant’s part to be observed and performed, Tenant may peacefully and quietly enjoy the Leased Premises.

SECTION 11. REPAIRS. Tenant shall not be required to make any repairs to the Leased Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Tenant. Upon expiration or termination hereof, Tenant shall restore the Leased Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted. All of Tenant’s construction and installation work attaching, improving, repairing, replacing, and maintaining communication antennas and cables shall be performed at Tenant’s sole cost and expense and in a good and workmanlike manner.

SECTION 12. HAZARDOUS SUBSTANCES. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any applicable law or regulation. Landlord represents, warrants and agrees (1) that neither Landlord nor, to Landlord’s knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Property in violation of any applicable law or regulation, and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any applicable law or
regulation. Landlord and Tenant each agree to defend, indemnify and hold harmless the other and the other’s partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney’s fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, “Hazardous Material” shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of the Existing Agreement, as modified by this Amendment.

SECTION 13. LANDLORD’S ANTENNAS. Landlord shall have the right to place up to five (5) antennas (“Landlord’s Antennas”) on the Tenant Facilities and ground space, in a location mutually acceptable to both parties and subject to the terms and conditions of this Section 13. All work associated with the installation of Landlord’s Antennas shall be performed by Landlord, and all costs associated with the installation shall be Landlord’s sole responsibility. Landlord shall submit to Tenant its proposed equipment, plans and specifications for the Landlord’s Antennas and such plans are subject to Tenant’s review and approval. Tenant may not unreasonably withhold its approval, but may reject or modify Landlord’s plans based on the following considerations (which is in no way intended to be an all-inclusive list); (a) the availability of space on the Tenant Facilities; (b) the structural integrity of the Tenant Facilities; and (c) the likelihood that Landlord’s Antennas will cause interference with the Tenant Facilities. Landlord’s right to have Landlord’s Antennas located on the Tenant Facilities shall continue as long as the Existing Agreement, as modified by this Amendment, is in effect, provided that Landlord’s Antennas do not interfere with the Tenant Facilities. In the event that Landlord’s Antennas interfere with the Tenant Facilities, Tenant, at Landlord’s sole expense, shall have the right to take all steps necessary to eliminate such interference. In the event that the interference cannot be eliminated within a reasonable time period, Tenant shall have the right to remove Landlord’s Antennas from the tower at Landlord’s sole cost and expense. Tenant shall submit periodically invoices with supporting documentation to Landlord for work performed by Tenant on Landlord’s behalf, including removal of Landlord’s Antennas if necessary, pursuant to this Section 13. Landlord shall remit to Tenant payment for such invoices within thirty (30) days after Landlord receives same. In the event Landlord does not reimburse Tenant for such costs within said thirty (30) days, Tenant shall have the right to terminate the Existing Agreement, as modified by this Amendment.

SECTION 14. NOTICES. The parties acknowledge and agree that Section 19(d) of the Existing Agreement is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Existing Agreement, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Utilities Commission, City of New Smyrna Beach, Attn: Chief Financial
Officer, P.O. Box 100, New Smyrna Beach, FL 32170, with a copy to: Thomas A. Cloud, General Counsel, Gray Robinson, P.A., 301 East Pine Street, Suite 1400, Orlando, Florida 32801; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

**SECTION 15. COUNTERPARTS.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the parties agrees that the delivery of this Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of this Amendment by all parties to the same extent as an original signature.

**SECTION 16. GOVERNING LAW.** This Amendment shall be governed by the laws of the State of Florida.

**SECTION 17. WAIVER.** Notwithstanding anything to the contrary contained in this Amendment, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

**SECTION 18. COMPLIANCE WITH LAWS.** Tenant will substantially comply with all applicable laws relating to its possession and use of the Leased Premises.

**SECTION 19. UTILITIES.** Tenant will pay for all utilities used by it at the Leased Premises. Landlord grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Leased Premises throughout the initial Term and each Renewal Term, and Landlord will execute, at no cost to Tenant or the utility companies, any instrument(s) reasonably necessary to evidence such rights.

**SECTION 20. DEFAULT.** If either party is in default under the Existing Agreement, as modified by this Amendment, for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate the Existing Agreement, as modified by this
Amendment. If a non-monetary default cannot reasonably be cured within a 30-day period, the Existing Agreement, as modified by this Amendment, may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

**SECTION 21. INDEMNITY.** To the extent consistent with and subject to section 768.28, Fla. Stat., Landlord and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys’ fees), damages, claims of liability and losses (collectively, “Claims”) which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. The indemnity obligations under this Section will survive termination of the Existing Agreement, as modified by this Amendment.

**SECTION 22. PROPERTY TAXES.** Currently, Landlord pays no property taxes on the Landlord’s Property. Tenant shall pay when due personal property and ad valorem taxes attributable to the Tenant Facilities and any taxes assessed based on the income of Tenant from the use of Tenant’s Facilities. Tenant shall pay when due any other taxes, fees and assessments attributable to the lease of the Leased Premises.

**SECTION 23. BINDING AGREEMENT; ENTIRE AGREEMENT.** This Amendment applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Amendment. The Existing Agreement, as modified by this Amendment, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

**SECTION 24. CONFLICT/CAPITALIZED TERMS.** The parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Existing Agreement, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Existing Agreement. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Existing Agreement, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, to become effective in accordance with the terms of this Amendment.

**ATTEST:**

**UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA**

ATC Site Number: 302954
ATC Site Name: Smyrna FL 2
DEBBIE SIMMONS  
Executive Services Manager / Records Custodian

BY: ____________________________

W.E. "BILL" BIEBENBACH  
CHAIRMAN

DATE: ____________________________

APPROVED AS TO FORM & LEGALITY:

THOMAS A. CLOUD  
GENERAL COUNSEL  
UTILITIES COMMISSION

TENANT:

SpectraSite Communications, LLC  
a Delaware limited liability company

Signature _________________________
Print Name: _________________________
Title: _______________________________
Date: _______________________________
Exhibit “A”

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Property as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant’s (and Tenant’s customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

lying within the following described parent tract:

Lots 23 thru 26, inclusive, THE MODEL LAND CO. AT NEW SMYRNA, as recorded in Plat Book 4, Page 9 of the Public Records of Volusia County, Florida.

more particularly described as follows:

Begin at a 1/2” iron rod (#4596) located at the Northwesterly corner of a 100.00 feet x 100.00 feet area, said Point of Beginning lies 50.00 feet Easterly of the Westerly line of said parent tract, and 232.03 feet Southerly of the Northerly right of way line of said parent tract, said Point of Beginning is further referenced as follows:

1. A 1/2” iron rod (#2043), located at the monumented Northwesterly corner of said Lot 23, lies N 29°34’57” W, 237.65 feet from said Point of Beginning.

2. A 5/8” iron rod (#2590) located at the monumented Northeasterly corner of said Lot 23, lies N 49°50’42” E, 592.60 feet from said Point of Beginning.

Thence, leaving said Northwesterly corner and said Point of Beginning, run N 72°53’46” E, 100.00 feet to a 1/2” iron rod (#4596); Thence run S 17°26’14” E, 100.00 feet to a 1/2” iron rod (#4596); Thence run S 72°33’46” W, 100.00 feet to a 1/2” iron rod (#4596); Thence run N 17°26’14” W, 100.00 feet to the Point of Beginning. Containing 10,000 square feet or 0.23 acres more or less.

ACCESS AND UTILITIES

The access and utility easements include that portion of the Property currently utilized by Tenant (and Tenant’s customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.
Exhibit “B”

FORM OF MEMORANDUM OF LEASE
MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is entered into as of the latter signature date hereof, by and between Utilities Commission, City of New Smyrna Beach, Florida, a political subdivision and agency of the City of New Smyrna Beach, ("Landlord") and SpectraSite Communications, LLC, a Delaware limited liability company ("Tenant").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Property and Lease.** Landlord is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Easement Agreement (Ground) dated February 5, 2001 (as the same may have been amended from time to time, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Property so leased along with such portion of the Property so affected, collectively, the "Leased Premises"), which Leased Premises is also described on Exhibit A.

2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 19, 2060. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the
term of the Lease.

3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth in Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant’s request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Utilities Commission, City of New Smyrna Beach, Attn: Chief Financial Officer, P.O. Box 100, New Smyrna Beach, FL 32170, with a copy to: Thomas A. Cloud, General Counsel, Gray Robinson, P.A., 301 East Pine Street, Suite 1400, Orlando, Florida 32801; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

7. **Governing Law.** This Memorandum shall be governed by the laws of the State of Florida.

[**SIGNATURES COMMENCE ON FOLLOWING PAGE**]
IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Utilities Commission, City of New Smyrna Beach, Florida, a political subdivision and agency of the City of New Smyrna Beach,

Signature:

Print Name:

Title:

Date:

2 WITNESSES

Signature:

Print Name:

Signature:

Print Name:

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ________________

County of _________________________

On this ___ day of ___________________, 202___, before me, the undersigned Notary Public, personally appeared ________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

________________________________________
Notary Public
Print Name: ____________________________
My commission expires: ________________  [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
TENANT

SpectraSite Communications, LLC,
a Delaware limited liability company

Signature:

Print Name:

Title:

Date:

WITNESS

Signature:

Print Name:

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of ____________________, 202__, before me, the undersigned Notary Public, personally appeared ________________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: ____________________________
My commission expires: _________________

[SEAL]
EXHIBIT A

This Exhibit A may be replaced at Tenant’s option as described below.

PROPERTY

Tenant shall have the right to replace this description with a description obtained from Landlord’s deed (or deeds) that include the land area encompassed by the Lease and Tenant’s improvements thereon.

The Property consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Property being described below.

Lots 23 thru 26, inclusive, THE MODEL LAND CO. AT NEW SMYRNA, as recorded in Plat Book 4, Page 9 of the Public Records of Volusia County, Florida.

Being Volusia County, FL APN: 7419-23-00-0230.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Property as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant’s (and Tenant’s customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).
EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include that portion of the Property currently utilized by Tenant (and Tenant’s customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.
AGENDA ITEM 7-a

CONSENT ITEM FOR MEETING OF: May 26, 2020

NEW BUSINESS FROM: Director of Finance/CFO Director of Engineering

OLD BUSINESS SIGNATURE: Efren Chavez and Julie Couillard

EXHIBITS: Proposed U.C. Resolution No. 2020-08

SUBJECT: Consideration of U.C.'s FY2021 Budget and Capital Improvement Plan FY2021-2030 - Resolution No. 2020-08

SUMMARY:
As required by the U.C.'s governing legislation and governing Resolution No. 28-78 (specifically Section 16), or after 2020 Bond issuance Resolution No. 2020-02, the Commission shall annually prepare and adopt a detailed budget for the succeeding fiscal year. In compliance with such requirements, the proposed Budget Estimate for Fiscal Year Ending September 30, 2021, is hereby submitted for approval.

Additionally, the U.C.'s Capital Improvement Plan (FY2021-2025 and FY2026-2030) is presented and is also hereby submitted for approval.

(Copies of the FY2021 Budget can be viewed at 200 Canal Street. Due to voluminous size, the FY2021 Budget and Capital Improvement Plan, Exhibit A to the attached Resolution No. 2020-08, is not included in this electronic format.)

RECOMMENDED ACTION:
A motion approving the FY2021 Budget and Capital Improvement Plan (FY2021-2030) and U.C. Resolution No. 2020-08. (Upon approval of U.C. Res. No. 2020-08, the proposed Budget Estimate will be forwarded to the City. Final, formal adoption of the FY2020 U.C. Budget is pending City Commission approval by Ordinance.)

GM/CEO Joseph Bunch

NOTE: ALL AGENDA ITEMS MUST BE IN THE GENERAL MANAGER'S OFFICE BY NOON MONDAY TO FRIDAY TWO WEEKS PRIOR TO THE REGULAR MONDAY COMMISSION MEETING.
RESOLUTION NO. 2020-08

A RESOLUTION APPROVING AND ADOPTING THE UTILITIES COMMISSION’S PROPOSED BUDGET ESTIMATE FOR FISCAL YEAR ENDING SEPTEMBER 30, 2021, PENDING NEW SMYRNA BEACH CITY COMMISSION APPROVAL BY ORDINANCE, AND APPROVING THE UTILITIES COMMISSION’S CAPITAL IMPROVEMENT PLAN (FY2021-2025 AND FY2026-2030), RESCINDING ALL RESOLUTIONS, OR PORTIONS THEREOF, IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utilities Commission, City of New Smyrna Beach, Florida, was duly created and validly existing under and by virtue of Chapters 67-1754 and 85-503, Laws of Florida, as the governing body of the utility system of the City of New Smyrna Beach, Florida; and

WHEREAS, the Utilities Commission enabling legislation, as stated above, requires the preparation and submission of its budget for the ensuing year to the City Commission of the City of New Smyrna Beach on or before June 1 of each year, and as a budget is additionally required by the U.C.’s Governing Resolution No. 28-78, specifically Section 16; (note - upon the 2020 bond issuance the U.C.’s Governing Resolution will be numbered No. 2020-02) and

WHEREAS, the Utilities Commission’s annual budget for Fiscal Year 2021, beginning October 1, 2020 and continuing through September 30, 2021, sets forth its estimated gross revenues and estimated requirements for operations and maintenance expenses, debt service, and capital funding for all systems to be operated by the Utilities Commission for such period; and

WHEREAS, a copy of the budget estimate will be published in a newspaper of general circulation in the city during the month of June and a final budget shall be formally adopted upon approval by ordinance of the New Smyrna Beach City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: The Utilities Commission does hereby approve and adopt the proposed Budget Estimate for Fiscal Year Ending September 30, 2021, and approve its Capital Improvement Plan (FY2021-2025 and FY2026-2030):

SEE EXHIBIT A, ATTACHED HERETO AND
BY REFERENCE MADE A PART HEREOF

SECTION 2: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.
SECTION 3: All Resolutions, or portions thereof, in conflict herewith are hereby rescinded and superseded.

SECTION 4: After adoption by the Utilities Commission, this Resolution shall take effect immediately upon passage.

THE ABOVE AND FOREGOING RESOLUTION was introduced at a regular meeting of the Utilities Commission, City of New Smyrna Beach, Florida, held on May 26, 2020, by Commissioner ________________________, who moved its adoption, which motion was seconded by Commissioner ________________________, and upon roll call vote of the Commission was as follows:

CHAIRMAN
VICE CHAIRMAN
SECY.-TREAS.
ASST. SECY.-TREAS.
COMMISSIONER

APPROVED:

CHAIRMAN

SEAL

Utilities Commission General Counsel