roll call

1. Agenda Changes, Additions and Deletions

2. Public Participation* (Virtual)

**3. Approval of Consent Items
   b. ✓ Granted and Accepted Third Party Utility Easement (Tractor Supply Project - HSC NSB, LLC and Rajesh K. Ailani; and Beacon Apartments Project – Beacon Residences, LLC) – J. Couillard (U.C. and State Requirements)
   c. ✓ Renewal of Port Orange / UCNSB Interlocal Agreement for Potable Water and Reclaimed Water Interconnects – J. Couillard (U.C. and State Requirements)
   d. ✓ Remote Terminal Units (RTU's) Expansion and Enclosure Project (Sole Sources - OSI and Belcher Inc.) – B. Keehn and T. Beyrle (U.C. and State Requirements)
   e. ✓ Project Approval – I-95 and Pioneer Trail Interchange (FDOT) - (Sole Source FDOT Design Engineer Stantec Consulting Services Inc.) – J. Couillard (U.C. and State Requirements)
   f. ✓ Project Approval – South Beach Pump Station Upgrades Project (ITB #26-20 Award Pending) – J. Couillard (U.C. and State Requirements)
   g. ✓ RSQ No. 20-20 – Continuing Professional Hydrogeological Services (Recommendation of Kimley-Horn) – J. Couillard (U.C. and State Requirements)
   h. ✓ Project Approval – Sugar Mill Drive 20-Inch Reclaimed Water Main Relocation Project (ITB #27-20 Award Pending) – J. Couillard (U.C. and State Requirements)

4. General Manager’s Report – J. Bunch
   a. Financial Status – June 2020 – E. Chavez
   c. Southeast Volusia Sci-Tech – Support Request – J. Bunch

5. Commission Counsel’s Report – General Counsel
   b. Discussion Item – Interlocal Agreement with City of New Smyrna Beach – T. Cloud/GrayRobinson (U.C. and State Requirements)
6. **Old Business**
   a. ✓ Completion of Formal Actions of Approval for Proclamation and U.C. Resolution – J. Bunch *(from 6-22-20 U.C. Mtg. – AI’s 4-a and 8-a) (U.C. and State Requirements)*

7. **New Business**

8. **Possible Other Business - Time for Commissioners**

✓ A Check Mark Indicates Items 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.
AGENDA ITEM 3-a

CONSENT ITEM FOR MEETING OF: July 27, 2020

NEW BUSINESS FROM: Executive Mgr.

OLD BUSINESS SIGNATURE: Debra Simmons

EXHIBITS: Minutes of Regular U.C. Meeting Held 6-22-20

SUBJECT: Minutes of Regular U.C. Meeting

SUMMARY:
Presenting detailed transcription of public meeting minutes for Regular U.C. Meeting held 6-22-20.

(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 6-22-20.

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.
Chairman Biedenbach welcomed all to the meeting and indicated Mrs. Pitcher, meeting facilitator, would be providing instructions to the people who are trying to chime in or call in, etc.

Mrs. Pitcher stated good afternoon, this open meeting of the Utilities Commission, New Smyrna Beach, is being conducted remotely for the public consistent with the Governor’s Executive Order 20-91, Essential Services and Activities during the COVID-19 Emergency. To mitigate the transmission of the virus and reduce risk of COVID-19 illness we have been advised 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. For the 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. Mrs. Pitcher then stated we had no written requests come in for this meeting.

Chairman Biedenbach thanked Mrs. Pitcher for the instructions.

ADMINISTER OATH OF OFFICE TO RICHARD (RICK) HAWES – MAYOR OWEN

Chairman Biedenbach then stated before we start, we have the Mayor here and he is going to swear in a new Commissioner, Mr. Rick Hawes. As Mr. Hawes was going down to the podium where the Mayor was standing, Chairman Biedenbach stated this is Mayor Owen for everybody that may not know him.
ADMINISTER OATH OF OFFICE TO RICHARD (RICK) HAWES – MAYOR OWEN (cont.):

Mayor Owen thanked Mr. Hawes for volunteering for this position and asked him to raise his right hand for the Oath of Office and repeat after him.

After the Oath of Office was completed and forms executed and pictures obtained, Chairman Biedenbach thanked Mayor Owen for coming.

Mayor Owen then recognized Mr. and Mrs. Griffith who were in attendance and thanked Mr. Griffith for his years of service on the U.C. and the community in general; he was appreciated. And added he wished him well in maybe his last retirement or maybe not, but hopefully both he and his wife can enjoy and take some time.

6-22-20 Regular U.C. Meeting (cont.):

To formally commence the Regular U.C. Meeting, Chairman Biedenbach led in the Pledge of Allegiance and invocation.

Chairman Biedenbach then requested for a roll call to be taken. The below Commissioners, and staff members, were in attendance at this virtual meeting:

- Chairman William E. Biedenbach
- Commissioner Lillian Conrad
- Commissioner James Davenport (Participated Via Phone)
- Commissioner Richard Hawes
- Commissioner Jack Holcomb

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; T. West, Director, Water Resources; D. Hoover, former Director of Water Resources; E. Fisher, Communications Coordinator/RMLO; D. Simmons, Exec. Services Mgr./Recording Secretary; General Counsel Thomas Cloud Esquire – Gray|Robinson Attorneys at Law (Participated Via Phone); Mayor Russ Owen (at beginning of meeting); Lee Griffith, Kathie Griffith, and Deb Griffith (at beginning of meeting); Anthony Hight plus another technician - Ant Farm Media; and a few unidentified WEBEX/call-in participants.

Chairman Biedenbach confirmed legalities surrounding existing in-person quorum of four Utilities Commissioners, due to the inability of Commissioner Davenport’s audible participation (was participating via phone but was not able to be broadcast into the room and only partial audio sustained on meeting recording).

(1) Agenda Changes, Additions and Deletions:

Chairman Biedenbach stated while chasing the audio, he asked Mr. Bunch if there were any agenda changes additions or deletions to the agenda.
(1) Agenda Changes, Additions and Deletions (cont.):

Mr. Bunch stated yes sir, one change, now that we have Commissioner Hawes sworn in I would like to propose that we move agenda item 8-a., the Presentation – Appreciation of Honorable Service of Mr. Griffith up to this point of the agenda so that we don’t keep these fine folks waiting.

Chairman Biedenbach stated okay, we can do that. He then obtained a copy of the proposed resolution from Mrs. Simmons, requested Mr. Griffith to step forward, and then proceeded to read the resolution from the dais. At the conclusion, Chairman Biedenbach stepped down from the dais and presented a plaque to Mr. Griffith for his service as Utilities Commissioner from September 2012 to May 2020, and for his significant contributions in various official roles of the Commission including Chairman.

At the conclusion of the presentation, Mr. Bunch additionally thanked Mr. Griffith for his service and pictures were taken.

(Note to File – A formal approval of the Resolution was not conducted at this time, a motion to approve will be conducted at the next Regular U.C. Meeting on July 27, 2020.)

(2) Public Participation:

Chairman Biedenbach then proceeded and asked if there was any public participation – did anybody call in, chime in, or want in? There being none, Chairman Biedenbach closed public participation.

(3) Approval of Consent Items:

Chairman Biedenbach then stated approval of consent items and asked if any of the Commissioners wanted to pull anything from the consent agenda.

Commissioner Holcomb indicated he would like to pull consent item c.

Commissioner Davenport stated item e. Mr. Chairman.

Chairman Biedenbach confirmed pulling consent items c. and e.

Commissioner Holcomb then made a motion to approve the remaining consent items, items a., b. d. and f.; specifically approving item 3-a. Minutes of Regular U.C. Meeting held 5-26-20, approve as submitted; item 3-b. Granted and Accepted Third Party Utility Easements, ratified the acceptance of an easement granted by the City of New Smyrna Beach for the City Hall Annex Project – Phase 1, attached to the agenda item and hereby submitted to the Commission; item 3-d. Developer’s Infrastructure, Capacity and Inspection Agreement – Hyatt New Smyrna Beach – Lagoon Hospitality, LLC, approved the agreement and authorized the General Manager/CEO or his designee to execute the document when contingencies are met; and item f. ITB No. 18-20 – Vegetation Management Tree Trimming, approved the award of this ITB for an annual contract to Asplundh Tree, lowest evaluated qualified bidder, to provide these services in the amount of $775,000, with an option to extend up to three additional one year periods upon mutual agreement.
(3) **Approval of Consent Items (cont.):**

Commissioners Conrad and Davenport seconded this motion.

Chairman Biedenbach stated it’s been moved and seconded, Mrs. Simmons call the roll please.

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

(3-c) **Project Approval – Miscellaneous Sewer Improvements Project and Including Ratification of Task Authorization No. 12 to CPH, Inc.:**

Chairman Biedenbach then stated Commissioner Holcomb, you’re up first.

Commissioner Holcomb stated this is more of a just, again it’s $400,000, and Ms. Couillard and Mr. Chavez, I just want to follow the numbers, on the budget, on the page. We’re going to bring this in, it’s an adjustment to the overall project by $100,000, it’s a $4 million project, right?

Ms. Couillard confirmed he meant the sewer, and added no, that’s a brand new project.

Commissioner Holcomb stated okay, but what’s the total budget going to be for the project?

Ms. Couillard stated $400,000.

Commissioner Holcomb stated okay, and then we’re going to expense that in, if I’m reading that right, and this is the new data and the new reports.

Ms. Couillard stated yes.

Commissioner Holcomb stated so we’re going to bring that into the fiscal year and expense it in October 2020, November 2020, December 2020, and January of 2021, correct?

Ms. Couillard stated that’s the design portion.

Commissioner Holcomb stated and I understand things can slow down and move up and can move forward, but again just following the projects and the money and how they get to the budget. And then the top line I guess, the $425,000, on the last column in the blue where it says total FY2020-2029.

Ms. Couillard stated that’s just the form.

Commissioner Holcomb stated that it’s like a summary of the whole budget for the ten years.

Ms. Couillard indicated yes.

Commissioner Holcomb stated okay, so that’s really what I just want to do is follow all the numbers and understand that I was reading it right and that was it. How easy was that?
Ms. Couillard stated that was awesome.

Commissioner Holcomb stated I appreciate the explanation; that’s it, thanks.

Chairman Biedenbach then stated Commissioner Davenport?

Commissioner Davenport stated yes sir, I’d like to say something regarding c. It says here between Fifth and Sixth Street the easement along the back property lines. And that’s going to go down the residential property lines, have we addressed this to all those people? Seems to me with those houses that’s going to be tearing up some yards and everything. Is everyone aware of that, I’m just thinking ahead of it.

Ms. Couillard stated this will be pulled together, we always, even before starting construction, do a notification and a question and answer with all of the customers that will be impacted.

Commissioner Davenport stated okay, just making sure, thank you.

(3-e) Change Order No. 1 – Smyrna Substation Expansion Project – Team Fishel:

Commissioner Davenport stated also, regarding e., that’s $222,000 we’re requesting for the change order, and it’s kind of interesting to me that we have to have these, it’s called the conduit tying the distribution lines to the substation and feeder exits, they’re required. Was that just overlooked, the conduit; it kind of jumped out at me.

Ms. Couillard stated you are correct, when the original project went out for bid the feeder exits were not included and we discovered that and are now addressing it.

Commissioner Davenport stated okay, thank you.

Ms. Couillard added, we won’t do that again.

Mr. Bunch added we also had turnovers in employees within this project, actually had an employee die about four or five months ago that started this project, he was the project manager, so there was some loss of knowledge about the scope of the project as it was in execution.

Ms. Couillard added this is the same project that was also delayed because of the permitting.

Chairman Biedenbach stated Commissioner Davenport, did you hear that explanation?

Commissioner Davenport stated that answered my question, thank you Ms. Couillard.

Ms. Couillard stated that was awesome.

Commissioner Holcomb stated I appreciate the explanation; that’s it, thanks.

Chairman Biedenbach then stated Commissioner Davenport?

Commissioner Davenport stated yes sir, I’d like to say something regarding c. It says here between Fifth and Sixth Street the easement along the back property lines. And that’s going to go down the residential property lines, have we addressed this to all those people? Seems to me with those houses that’s going to be tearing up some yards and everything. Is everyone aware of that, I’m just thinking ahead of it.

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Chairman Biedenbach stated Commissioner Davenport, did you hear that explanation?

Commissioner Davenport stated that answered my question, thank you Ms. Couillard.
AND
(3-e) Change Order No. 1 – Smyrna Substation Expansion Project – Team Fishel (cont.):

Chairman Biedenbach stated okay, we need to approve these two items, I need a motion for approval of c. and e. please.

Commissioner Holcomb stated so moved; specifically a motion approving item 3-c. approving the Miscellaneous Sewer Improvements Project in its entirety in the amount of $425,000 and including the ratification of Task Authorization No. 12 for associated survey work to CPH, Inc. in the amount of $8,935.00, and authorization for the General Manager/CEO or his designee to execute all documents associated with this matter; and for item 3-e. approving Change Order No. 1 for the Smyrna Substation Expansion Project in the amount of $222,665.80, bringing the total contract amount with Team Fishel for this project to $4,428,977.04 and authorization for the General Manager/CEO or his designee to execute any documents associated with this matter.

Commissioner Conrad seconded the motion.

Chairman Biedenbach stated it’s been moved by Commissioner Holcomb and seconded by Commissioner Conrad. Then requested Mrs. Simmons to call the roll.

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

(4) General Manager’s Report:

Chairman Biedenbach stated all right, Mr. Bunch.

(4-a) Proclamation Declaring Dedication of the U.C.’s Dechlorination Building in Honor of David B. Hoover and Presentation of Plaque:

Mr. Bunch stated thank you sir, in terms of the General Manager’s Report we’re going to do a couple of things. First recognize a long tenured service and career of Mr. Dave Hoover today and we have a resolution (sic proclamation) for him. We can cover that and we did something unique in recognition of not just his dedicated service that he provided to the Commission during the last 39 years but because of one of the notable accomplishments of having for more than 11 years now of not disposing of any treated effluent into our river, which we’re permitted to do on a daily basis, we want to recognize his service with commemorating his name on that building. So Chairman Biedenbach if you would sir.

Chairman Biedenbach stated yes, and then proceeded to read the prepared Proclamation from the dais. Upon conclusion, Chairman Biedenbach and Mr. Bunch joined Mr. Hoover at the podium for presentation of a plaque for his dedicated service. A ribbon cutting and dedication event will subsequently be scheduled for the dedication of the U.C.’s dechlorination building which is located adjacent to the U.C.’s river outfall.

(Note to File – A formal approval of the Proclamation was not conducted at this time, a motion to approve will be conducted at the next Regular U.C. Meeting on July 27, 2020.)
Chairman Biedenbach commented to Mr. Hoover he was not happy about this at all, even though the U.C. is well covered on a replacement. He then stated congratulations and pictures were taken.

Mr. Bunch stated to Mr. Hoover, after 39 years we thank you for your service. I’ve only been here for a year and a half of that, but it’s been a pleasure to work with you and your contributions to the Commission have been notable. Not sure if anybody’s aware of this but there was a period of time where we the Commission, not the Commissioners, were going to stop the expansion of irrigation and had we done that 12 to 14 years ago we would not have been in the position today, where we wouldn’t have been able to continue not discharging that treated effluent into the river. We would have had to go somewhere on the days when there was a lot of it. Mr. Hoover spoke up before the Commission probably about 2004, 2005, and that caught the attention of the Commission and they reversed that decision. One of my predecessors tried to make that happen. What I discovered about Mr. Hoover is he does the right thing, sometimes that may be making a tough decision and that was an example of one time he stepped up and said we need to do this. So Mr. Hoover, for that and all that rest of your service, I thank you.

Mr. Hoover stated thank you and asked if he could say something.

Mr. Bunch stated you may.

Mr. Hoover stated all right, this is the last time I get to address the Commission, but this is really a remarkable honor for me. I worked a couple of years in Daytona Beach at their water plant and then a couple of years in Edgewater and this is where I wanted to work because the excellence here was very noticeable as I worked in the profession. And there were a lot of people who like me worked hard and wanted to make a difference and that’s particularly, even this leadership team here right now is exactly like that. Every day they’re working hard for you and this community, which for me is a very special community. When I was eleven my mom and dad used to take me to Daytona Beach and Cocoa Beach, but one time my mom said we’re going to go to New Smyrna. And we drove in on this little two lane road, this is back in ’63, it’s a while ago. Was a two lane road, there wasn’t any Third Avenue bypass, where it says historic district that was it, that was the only way in. You go to U.S. 1, there was a little arrow that said, you know, this way to the beach. And then you go on Washington which had this big wrought iron red sign that said World’s Safest Beach. Well being from Winter Park I had already heard of the sharks, so I mean, I don’t know, but they were selling it on that. So we drove down to the North Causeway and there was the Pollution Control Plant, brand spanking new. And I saw that sign and the big anaerobic digesters, each had a big flame out of the top of them, that’s how they burned methane off. And I said to my dad, this says Pollution Control Plant, that City’s cool, they’re cleaning the air. He said David, I don’t think they’re cleaning the air. But that was our old wastewater treatment plant and to have a structure associated there with my earliest memory, that’s going to have my legacy on it, it’s something special. So thank you all and it’s been an honor and a privilege.

After applause from those in attendance, Chairman Biedenbach stated thank you Mr. Hoover, thank you very much.
(4-b) Introduction of new Director of Water Resources – Thomas West:

Mr. Bunch stated and then next, like Commissioner Hawes and Commissioner Griffith, Tom West. Mr. Hoover’s successor started about three weeks ago and while he’s here I thought I would give him an opportunity to introduce himself to the Commission and welcome him aboard.

Mr. West addressed the Commissioners and thanked them for a couple of minutes to introduce himself. He commented I’ve got pretty large shoes to fill and hopefully you all will give me the chance to do that adequately. My name is Thomas West, feel free to call me Tom, I’m the incoming Director of Water Resources. Most previously to here I was the Assistant Director of Utilities for the City of Venice Florida. Similar size, similar treatment technologies there as we have here in New Smyrna Beach. Prior to that I was with the Jefferson Parish, Louisiana Water Department, a larger water utility, about 450,000 customers that we served, the next Parish to the west of Orleans Parish. Prior to that I was with the City of Chicago, Illinois, I was Underground Construction, General Superintendent. Earlier in my career I’ve done a little bit of engineering consulting work, civil engineering consulting, environmental engineering consulting for a couple of years. And also worked for State government regulating water utilities, my background is civil and environmental engineering and I’m a Professional Engineer. He then offered to answer any questions.

Chairman Biedenbach stated thank you and welcome aboard.

Mr. West stated thank you very much, appreciate your time.

Mr. Bunch then commented so coming and going appears to be the theme of today, we’ll stop at that, no more comings or goings; everybody else is staying.

(4-c) Financial Status – May 2020:

Mr. Bunch then stated that gets us to the financial status with Mr. Chavez.

Mr. Chavez then went to slide 2 of his presentation and stated so for May 2020, right now is our lull time of the year in the sense of we’re not into the heart of the summer yet which will start of course, we’ve seen that with the weather. On a year to date basis we’re $800,000 (positive change) in net assets. Lower revenue and lower capital contributions versus last year. We did see a significant drop in capital contributions that impact net assets, but those are contributed capital. There’s a waterfall (chart) further on that I’ll go through with more detail to kind of give you a feel for the changes. On the capital expenditures side, we are right now for the month $0.7 million, so slightly lower than for the month of April. Year to date we’re at $6.6 million, we are going to come back to you in July with the revised forecast. With the slow downs due to COVID and such we did see a significant impact to our spending. So ideally, we have a budget of $19.9 million but we’re not going to hit that. We definitely are, Ms. Couillard and I and the team, are putting in additional procedures in place to kind of help improve our forecast accuracy in the sense of the execution side of it. But this was a unique year and we are going to work on it, we know what we’ve got to do and we’ll work to improve it. On the year to date basis, just on some capital expenditures, $2.8 million in annual
(4-c) Financial Status – May 2020 (cont.):

projects and $3.8 million in major projects. On the major projects we still have the Western Utility Complex, Smyrna Substation Expansion, Wastewater Systems 10 and 11, and South Riverside Force Main Replacement. So we do have a number of big projects going on, but again, we will give you a revised forecast at next month’s meeting.

Mr. Chavez went to the next slide and stated this is our operational stats, similar format, no change there. So if you start at the very top, operating revenues, $1.9 million lower than this time last year, $1.5 million of that is really due to the over-recovery of purchased power. On the flip side you’ll see purchased power in the middle of the page there, $41.45. We’re $6.88 better (purchased power cost) than last year so that’s definitely going in the positive direction. And I know that Mr. Beyrle is looking at contracts from FPL that are even going to make that look better for an extended period of time; so that will be coming shortly. On the volumes at the very bottom, you’ll see electric sales 2.6% higher in usage than this time last year. On the commercial side, almost flat to last year, 0.2%. And the good thing is as we explained to the rating agencies, we still have solid year over year customer growth, we still are seeing substantial development, of course it’s in residential, but we still are seeing the positive. We haven’t been hit as other communities have as it relates to COVID. We do know from our peers that they have had substantial increases in late account receivables and the like. So as we’ve discussed in prior sessions, we’ve definitely kept an eye on that. I think it helps that we’re unique in that regard as it relates to our growth, we’re more resilient, we’re not hit by the COVID-19 as other communities have been.

Mr. Chavez went to the next slide and stated this one is a little different, gives you kind of a one-page pictorial on where we’re at. This is operating income, this is revenue less operating expenses gets you to operating income. It’s before interest income, before other income and expenses. Just says okay how are we doing at that most controllable line item. So this time last year as I indicated we were at a $1.2 million operating loss but that’s been, that’s kind of our trend, it flows with the way that our business runs. So as soon as we go into June and the hotter months, even that we’re in now, and we typically then will turn, we’ll be an operating profit. So what this is, it’s a waterfall, we were at a $1.2 million May 2019 operating loss, and then you’ve got three items that bridge you to our operating loss of May year to date currently of $2.5 million. So we had $442,000 decrease in operating income as it relates to purchased power, we had a $1.5 million over recovery of purchased power, meaning that adjustment that we do because of what we charge in fuel versus our billings. Now we do have purchased power favorability of $1 million but the net of those is a decrease in operating income related to purchased power of $442,000. We did have a slight decrease in other revenue, all other revenue of $400,000 and we did have an operating expense increase of $385,000. So that bridges us to our loss right now, an operating loss level of $2.5 million. So we are, of course, always looking at operating expenses, and we are looking at our overall as part of the rate study. We are looking at a number of items and our rates being one of those. He then stated go ahead to Commissioner Holcomb.

Commissioner Holcomb stated looking at this how much of it is... because again I’ve got things in my budget now that I never thought I’d ever have in my budget. And I’m building stuff and doing things that I never thought I’d be doing; so I get it. How do we kind of come
out of it, you know we go through the year and we come out. So this kind of shows us how we go down but much as obviously, we don’t have a solution to this issue right now. And how far do you see this and what measures are we taking to kind of.., I’m asking you to forecast for an unpredictable model. But we have to have, a. we have to be prepared and then b. is that as we start to recover how do we do that and what measures do we take to make sure that we handle our shortfalls and what’s going to be carried forward. There’s things that I’m doing in my business right now that I’m going to carry forward, things that are for hygiene and health, the way that we do transactions. I’m looking for less touches and technology solving a lot of those problems. What do you, is there going to be a plan to kind of move and what we’re going to carry forward? Because not all, we spend it now but what do we carry forward and what are we going to do. I always try to learn from coming out of things, I’ve been through 9-11, I’ve been through 2009, you know all of these things that we’ve kind of gone through and it seems like going in things just show up. It’s really when you start to see things that moving out of it, you know, what do we bring with us. And then bring us with you, don’t just take that money and leave us kind of…”

Mr. Chavez stated no, because what we’re going to do is, historically April, May and the months just prior to the full-on summer, typically run at a loss; that is historically how we’ve been. We haven’t had a rate change for several years, so what we’re doing now is we’re looking at all our expenses and you know in our 2021 budget we’ve actually put in substantial changes and adjustments on expenses to try to kind of forecast that. In the sense that we’re going to try to operate as lean as we can but at the same time we’re also looking at some of the technology improvements which are capital, which ideally will have a positive impact on the O&M. So those are the kind of things we’re looking at, the hires, our budget for that we’re going into 2021, our headcount has been adjusted. We’re focusing on positions that we realistically need and in essence those positions that we do need we’re going to do, but other ones we’ve eliminated from the budget. So those are the kind of things we’re looking at, really focusing on how can we put capital to use to hopefully, ideally, reduce O&M expenses. And I think as part of the rate study that will be another key output that we would then take into consideration as well.

Commissioner Hawes stated just out of curiosity, just trying to gain some perspective on this, I know you’re kind of looking back at May 2019. Can you look at other years? I mean how does this compare to other years?

Mr. Chavez stated yes, and so probably this year is a little heavier in the loss side, but typically at this May year to date in prior years it’s about the same.

Commissioner Hawes stated let’s just assume it continued on, not that it would, but you end up a year, pick a number $3 million under, what does that mean?

Mr. Chavez stated so we would have to really take a harder look at some of the other operating expenses and just really to indicate, but I think at some point based on the outcome of the rate study we historically since we haven’t had that, our expenses as you know go up every year just as every other entity does. So at some point we do need to look at the change
in rates because every year costs increase two to three percent a year, just normal escalation on it.

Mr. Bunch stated and additionally our cash on hand has gone down about $3 million in the last three years. So if folks were looking at this really close for the last several years they would have seen a developing trend, but there was a rate increase recommended in 2012 that wasn’t implemented except for one of the three water rates. So we haven’t increased the electric rate since 2004 or 2005, and only… Which water rate did we increase in 2012 Mr. Hoover, was it irrigation or sewer?

Mr. Hoover responded reclaimed. *(sic, reclaimed and wastewater rates)*

Mr. Bunch then reiterated only one of the three water rates. Strategically at that time it’s reflected that we were going to deter capital projects to offset the need for a rate increase but it wasn’t followed up with a definitive these are the projects we’re deferring and this is going to be the long term impact of the rates. It seems like we got a year or two down the road, we started spending projects and then the cash on hand started to decline.

Commissioner Hawes stated I think I may be asking a slightly different question and I may be ashamed of myself in six months once I understand it a little better, but if you did end up with a loss, $3 million or some number, is there a capital reserve or how does that work?

Mr. Chavez stated we can have a separate meeting but in essence what we have is a Renewal and Replacement Fund. When we did the bond financial feasibility study, we do have adequate reserves as we actually just did our bond issuance but we do have enough to cover us. That Renewal and Replacement Fund was used for all expenses, O&M and Capital. Well now with the $65 million that we just got in additional funds, the new funds, that will be solely used for capital and then we can slowly build up the R&R. So even if we did have a loss at the very end of it, we still have adequate funds and we expect to have adequate funds.

Commissioner Hawes stated yes, I kind of took a look at some numbers over the weekend, not that I understand them but that was kind of what I gathered that there was significant, I say significant, but there was enough reserve out there.

Mr. Chavez stated yes, there is.

Commissioner Holcomb stated two things I don’t want to get, there’s two lanes here that you’re talking about and I want to make sure that when we talk about rates and we talk about borrowing $65 million and we talk about O&M, right. So when we go back to how we’re going to fund and pay, I think the first three years are long term debt reduction payment. I think it’s roughly we’re paying about $5 million a year, it’s going to go to $6 million like the first three years.

Mr. Chavez stated it’s a little better than that because the first eight…

Commissioner Holcomb continued, because I don’t want people to say oh, you’re borrowing $65 million, to go all of a sudden because we borrowed all this money our expenses went up.
Mr. Holcomb continued, no, actually this has nothing to do with the money that we borrowed to improve the system, this has to do with adjusting with time. I mean if you wait, you look at our rates compared to the rest of the 33 municipalities and FPL, we’re not sitting here with high rates and then overspending that money. And so I just want to make sure when people are listening to this they’re not listening to $65 million and we’re going to run a $3 million loss.

Mr. Chavez stated so there’s a really good way to bifurcate it. So you have the Renewal and Replacement Fund which is available for any legal use in that regard, that’s for O&M and Capital. You have the rates, well that is our revenue and that to Mr. Bunch’s point has not grown since 2004 particularly in electric which is the lion’s share. The $65 million it is solely restricted for capital, that is only for capital projects, that is not a windfall of any sort to be used for anything related to O&M. But what that does give us, the opportunity is that Renewal and Replacement Fund to Mr. Bunch’s point, we build up that cash reserve for the rainy day, for the hurricane and such to cover us until we have the rate study results. So that’s kind of, but to your point, all clear, $65 million is no part.

Commissioner Holcomb commented three different ways, right?

Mr. Chavez stated yes.

Commissioner Holcomb stated all right.

Mr. Chavez stated but consistent with, and this was just he way that Mr. Bunch and I looked at, this was in our prior lives, this was how we summarized results. You know I’ve been here just over a year, so this was, we typically were at a loss and then it starts to turn as we go into the summer. But to cover us for the longer term as the rate study is complete, that’s what we have to take a look at and go from there.

Commissioner Conrad stated she had questions, adding sorry, it’s from a long time ago.

Mr. Chavez stated no, it’s fine.

Commissioner Conrad stated first of all I have three things. Number one, you mentioned $10 million cash flow less which I believe has a lot to do with retirement of bonds. Number two if we look at these components for May 2020 for the year to date, would they look particularly dissimilar? And three, can you point to any of those three components in the middle that were, that had major effect from COVID?

Mr. Chavez stated so, a lot of questions there. So the $10 million to Mr. Bunch’s point, since we didn’t have the rate increase, in essence that Renewal and Replacement Fund everything at the end of the day that’s where it all ends up. Since we didn’t do a rate increase every year that our costs increased that Renewal and Replacement Fund slowly went down. That was one of the items that the Financial Feasibility Report also confirmed was that as a responsible utility we need to build up the days on hand of cash to support operating expenses in case of an emergency. So that’s one item, so that’s the $10 million. On the three components here we don’t see anything per se that is specifically related to COVID because our revenues have
(4-c)  Financial Status – May 2020 (cont.):

stayed fairly consistent with the weather, it’s based on usage. It’s usage times the rate gives you the revenue. And as we saw on the prior slide, now commercial is pretty much flat, but that mix of revenue however assists. So that’s where we have the $408,000 revenue decrease, how that mix is different that could be even though we’re flat, we are lower in revenue. As far as the purchased power, as we had talked about in prior meetings we’re over-recovered, we’re over-recovered on a year to date basis still even with the zero, that we set it to zero, which we expected. As we start to refine that in the future we’ll have less of that over-recovery, we would then get more into a position of having hopefully a net zero impact. I don’t think we’ll ever get there because it’s always we have to charge enough in fuel and purchased power but at the same time we’re always, Mr. Beyrle is always, trying to get a lower purchased power rate. So you can never be, the over-recovery and the under-recovery we’re always going to be kind of right around there. And the last piece, operating expense increased a little bit, $385,000, that is really driven by lower interest rates, so we just aren’t earning, you know with the Feds dropping zero to 25 basis points, you know I looked at the line over line and it’s, we’re spending money of course so there’s less money but then that less earnings it just took a nose dive. So hopefully that answers your questions, go ahead.

Commissioner Conrad stated the only other part of my question was how does that look year to date as opposed to just May?

Mr. Chavez stated no, this is year to date, this waterfall is year to date.

Commissioner Holcomb stated I just want to expand on that because I don’t know,, Commissioner Conrad when did you come on board, five months, six months?

Commissioner Conrad stated about a year ago.

Commissioner Holcomb stated every day is Tuesday right, as we go through COVID right. So my question has always been the revenue side, do you have to increase revenue. If we’re going to grow and we’re going to hire people and we’re going to build new buildings and all of these things. I’ve asked and we’ve had that conversation, and no one ever wants to speak of raising rates because that’s just not what people want to hear. So that conversation, I think when we interviewed Mr. Bunch was part of the interview process and the revenue side and as we kind of moved forward I’m like when are going to get to that. And we added the studies that are all coming because what we want to do is we don’t want to just say by the way we need “x”, we want to say this is why we need it. So this conversation’s been in the background for a while, and I’ve been like when are we going to get to the point. And if I’m not mistaken, these are all of these studies that are going to come, so when we go to the public and the ratepayers, and we say, the shareholders, we need to increase your rates, this is what the 33 municipalities are, you know, this is what everybody is, this is what the market is, this is what you’re paying. This is what we’re going to do for you as a shareholder and this is why we’re going to have to increase it to get those revenues. So we can tell the complete story so that anybody can understand that and we’ve just been compiling that and I think if I’m not mistaken we were still on for December, then it got pushed and pushed but because we’ve identified, they have, it’s not a “we” part of the work, I threw me in there. They have identified new objects, we’ve had personnel turnover and everything’s been vetted and studies have been done. So the conversation has been because I’ve been asking that question, has
been let’s tell the story, let’s do the studies, let’s identify it so that we don’t have to come back multiple times, we can address it one time. And that’s because, to your point, how does it get better, how does this waterfall get better?

Mr. Chavez stated and you bring up an excellent point, as you know being over the year plus that’s exactly it, because you can’t, your wages, you can’t cut operating expenses to zero, we need our folks. Now that doesn’t mean we aren’t aggressively looking at how we operate, operationally, financially, what can we do to be as effective and as efficient as possible through utilizing technology, capital, whatever it is. Because if I can install or implement a new, either a capital result, capital tool, whatever it may be to help make our operations more efficient, that doesn’t cover, that will not cover a revenue shortfall. Since you don’t have a rate increase since 2004, 2005, everything goes up every year, we pay our people, on average two percent. So that’s why we’ve been very deliberate in making sure that as an organization we’re sticking within our head count because that’s by far our single largest expense next to purchased power, those two things. You know we’ve got a great handle on purchased power, we’ve got a really good handle on our head count. We’re going to still look at how we can do things more efficiently, but you still have the elephant in the room on rates. At some point that is going to be part of the equation. In addition, bringing us up to kind of current technology and such, that’s the other one, but that’s hence the studies and the impact.

Commissioner Holcomb stated and then you’ve got to buy it.

Mr. Chavez stated yes, that’s exactly it. But that’s the longer term and will be part of our plan.

Commissioner Holcomb stated I just want to give you a little back story on that because I’ve been with that question going sooner or later we’ve got to raise the rates and to the staff’s point to emphasize is that they weren’t comfortable going to us or the public until we had the whole story. And I actually I’m excited, if I’m not mistaken it’s coming right, within 60 to 90 days, we’re going to see that and everybody will have a better understanding. I definitely didn’t want it getting lost between capital improvements and operating expenses.

Mr. Chavez stated and in our world they’re completely separate, O&M is O&M and Capital is Capital.

Commissioner Holcomb commented I’m not worried about your world, I’m worried about the people that are going to want to string me up when I go raise the rates.

Mr. Chavez added that’s a very good point, and then requested Mrs. Simmons to go to the next slide.

Chairman Biedenbach requested a moment and asked Commissioner Davenport if he had any questions on this. With no audible response, he then asked Mr. Chavez to continue.

Mr. Chavez stated so this one is another view, operating income was the previous one, this one’s on net assets, so this is the bottom line on the income statement. If you look at May year to date, last year we were at about $8.8 million, May year to date this year $7.74 million.
(4-c) Financial Status – May 2020 (cont.):

Now in this view, the net assets view, the biggest decrease is, in this instance, the contributed capital; so we’ve got a decrease of $6.6 million and the other drivers really don’t change. Purchased power impact, the all other revenues decrease, the operating expenses increase and then the interest, the decrease in interest earnings is the $266,000 on this slide. On the operating income the interest wasn’t there. But on this one if you look here on the big red one, all the way to the very end, that is due to the contributed capital. Now we’ve looked at it, Ms. Couillard’s team has looked at it, but it’s just depending on the timing of these developments. When these developments finish, they transfer the assets to us, so there was no, and Ms. Couillard correct me if I’m wrong, there was no trend that you have seen particularly as it relates to these developments?

Ms. Couillard stated no there was not, just when they get done.

Mr. Chavez reiterated, but it’s contributed capital.

Commissioner Holcomb stated just to give you an idea, I’m trying to build a parking lot, an expansion to my Chevy store, okay. Last July I submitted to the Army Corps of Engineers. There’s no cuts into 44, it’s a parking lot with lights and there’s not anything that needs to be done with it, and I’m ready to go and I’ve been ready to go, got all my drawings done, got my design done, I’m ready to go. But I’ve been waiting for one year and all they’re going to do is tell me how big the check is I get to write, we’re going to take our time identifying that check. So when you say time I’ve been working on no structure, no cut to 44, to put basically a parking lot, an addition to my Chevy store, an addition to and I’m almost two years into this thing, been under contract. So whatever we can do to help that go faster I want to make sure we do because that’s frustrating, I’m going to tell you that. So by the time we get here after dealing with all that, we’re not real friendly. When people say time they don’t understand, they think it just moves, I just want everybody to get it. And again, I still don’t have, July of last year I submitted to the Army Corp of Engineers, I still don’t have for my 2.8 acres comments back from them; a year.

Mr. Chavez continued and concluded by reiterating this is a waterfall based on the change in net assets. So any questions, I know we added a type of slide but you’ll get used to this view. On the presentation, do you want to ask any questions? This will start to turn as we go further into the year but the overall picture will get much better once we have that all in, sort of difficult conversation around rates, but it is what it is. We need to, we can’t continue like this and operating in a very tight reserve.

(4-d) Balanced Scorecard and Enterprise Metrics – May 2020:

Mr. Chavez then went to the next slide and stated all right, so on the key performance indicators, the team has done very well – we’re green in almost all of our areas. So I’ll just go quickly down the line, safety and risk, no OSHA, no MVA’s, no 3rd party claims. Electric reliability, I know a couple of months ago we had a little bit of an issue but it’s trending positively month and year to date. Water Resources, no water or wastewater breaks in May. Customer Services, over 98% of calls answered within 60 seconds. Now we know that once we reopen the lobby those numbers will come down because right now, and of course I think it’s intuitive, the folks that come into the lobby, it’s a steady stream but they take an
inordinate amount of more time than the folks on the phone. So these numbers are great but they will tweak, they will not be as high, but we know that it’s tied directly to the time spent with folks walking in. This one’s a really good one, over 99% of meters are read first time, which is great. The stats that are in the other utilities are not this high, not even close. So this is really a great effort by the team to make sure the accuracy and just trying to get it done right the first time. Materials Management, P.O.’s, so our target for under $75k and over $75k, they’re meeting those in the sense of not taking very long to complete, they’re below their target or benchmark. Human Resources, higher recruitment time but it’s because we’re trying to hire for specialized resources, it just takes time to find linemen and other qualified specialized resources. On the I.T. side, cyber security participation and help desk resolution remains very high. So good from an operating perspective, we’re operating the way we want to be. We meet once a month to discuss where we’re at and what improvements we need to make if any.

Chairman Biedenbach asked to stop Mr. Chavez for a minute and then stated you made a statement when we read a meter we read it correctly 99 point something or other percent of the time and we’re way higher. What are we doing or how are we doing it that we’re doing so well and the rest of these people, they can’t read, they can’t see, what’s going on? I mean you made that statement and it got me.

Mr. Chavez stated from what I understand from the field and how it operates, sometimes you run into a meter that there’s a glitch. There could be something wrong with it, it’s not reading right or somehow the technology isn’t picking it up. Well what they’ll do is they’ll do the rest of the route and come back and try to read that meter. So they’ll try to get it read before they leave that zone to come back. There are some instances where we can’t, cars parked on it, depending on where the meter is; but they just hold themselves to a high standard. They don’t just run by and go to the next one, they want to make sure they resolve issues before they come back on those. He concluded by asking Mr. Bunch if there was anything else to add on.

Mr. Bunch stated what Mr. Chavez just described is managing the process effectively. So most utilities would issue an estimated bill when they don’t get to read and our folks intervene. They’ll send somebody there to get a read before they bill, they take some extra steps that a lot of utilities don’t and for a little bit of effort it pays dividends, it really does. I was surprised to see the level of engagement in that process to make it right. A lot of folks just say well, we didn’t get a read, just estimate the bill. Typically you’ll get a 2% to 3% estimated bills and ours is down to half a percent for that effort.

Mr. Chavez stated so we had to revise a graph to show below a half of a percent.

Chairman Biedenbach stated well, thank you to the meter readers, I mean that just surprised me, that statement. Sorry, go ahead.
track the accounts receivable. Making sure our folks are making the phone calls to stay ahead of it. So if there’s any trends that we’ve identified, that we get in front of those and proactively implement corrective actions. So we just wanted to give you just kind of a high level. We utilize the collection schedule, they contact each customer that’s on a disconnect by cycle. We help our customers to avoid disconnection. We explain the various ways that they can pay, they don’t need to come into the lobby, they can do it electronically. If they need assistance, we work with Volusia County Human Services and other organizations. Sometimes churches and others do assist a lot of our customers, particularly during this time. And the last really is each week we’re generating a list, I think we gave you an update when we did the budget which would have been a month ago. We were probably around 300,000 of potential problem accounts - right now, 543 accounts, and $156,000. So we’re managing it and keeping an eye on it, the phone calls and that extra bit of attention is paying off for us because we’re avoiding a disconnect, a negative impact to the customer, and a positive impact for us to continue to get paid.

Mr. Chavez then stated and my last slide, so you know right now the fuel and purchased power adjustment is at zero for May and June. Prior to COVID and such we had $22.68 per 1,000 kilowatts. Our proposal based on an analysis that Mr. Beyrle did looking at our numbers, we believe the most appropriate fuel and purchased power adjustment until the rate study is done is $15.75. That $15.75 is lower than the $22.68 but it’s not zero and it makes sense for the amount of power and then forward looking for the next several months. So what we plan to do is $15.75 now, that is adequate enough to keep us in a good position from our reserve standpoint as it relates to fuel and purchased power. As the rate study completes, we will then come up with here’s our revised purchased power adjustment. But right now $15.75 makes sense, based on our peers, our all-in total costs, because this is only one portion of that, Mr. Beyrle could explain it better. But in comparison with FPL and others, we’re below in the sense of the overall fuel and purchased power. And that’s one of the agenda items that we’re going to, but I thought I’d cover it now. He then offered to answer any questions.

Commissioner Hawes stated he had one, not sure it’s a question. I happened to notice as I was kind of glancing through packets and things, the balanced scorecards and I thought one of your slides dealt with that. Is that a relatively new piece that you started?

Mr. Chavez stated it is, yes, and asked Mr. Bunch when it was started.

Mr. Bunch stated he believed it was last April, approximately a year or so.

Commissioner Hawes stated I have to really complement you, I don’t understand each line but obviously business, and this one is no exception, the devil is always in the details. And while a number on a piece of paper can’t tell you the problem always, it can certainly indicate that. And I really appreciate the fact that that information is in there. I’m sure I’ll understand it as we go forward, but I appreciate the effort.

Mr. Chavez added and it’s really great. I don’t really recall the metrics beforehand, but these ones are really key to, safety is over all and that’s why it’s at the top. And then we look at really each major critical function.
Mr. Bunch stated we get together monthly with the Directors to review those metrics and the last was Friday. So Friday morning we got together for a couple of hours and we use that to run the business. So if we’re off base for a metric, then that may mean we need to invest or pay attention to the process. And if you can’t rectify the process then it requires a technology investment and we talk about what we need to do to fix things. So it’s pretty much how we’re running the business and the team moves in the metrics and reports out on those monthly.

Mr. Chavez stated so for example on the electric reliability, we started out, we had a few months where there were enough of them it impacted it, made us yellow and red in a couple of areas. And then slowly as we started to improve, and it’s a year to date, and as we then kept those outages under control or minimized them, then it started to turn green. And yes, it is very good, and water and wastewater of course, is the breaks.

Mr. Bunch stated thank you to Mr. Chavez and requested to go back to his last slide. So Mr. Chavez’ and Mr. Beyrle’s recommendation is that we modify the FPPCAC from the set amount $22.68 to $15.75. Bear in mind this is only a component of rates, on the average residential bill that $22.68 is out of a hundred dollar plus or minus monthly bill and this is only a portion of the overall rate. So the reason we’re recommending adjusting it downward now is that we will continue to over collect and prior to zeroing that out for two months we were about $6 million over collected. If we keep going at this pace, we’re going to be far over collected by the end of the year.

Commissioner Hawes stated so you’re just tightening the band.

Mr. Chavez stated yes, that’s exactly it, we don’t want to be, as Mr. Bunch indicated, we don’t want to be as over collected because as you notice it’s a direct correlation. If you see on one of the slides, right now year to date we’re $6.88 lower than last year’s purchased power so hence that’s why we’ve seen a significant uptick in our over-recovery because purchased power, is coming in so much better.

Commissioner Hawes stated do you need a motion to do that?

Mr. Bunch interjected it’s not a profit, it’s booked as an obligation, and it’s more the customer’s money, so it makes sense to do an adjustment.

Mr. Chavez answered yes to a motion but indicated he didn’t know if this would be considered now.

Mr. Bunch stated yes, we would need a motion accepting the recommendation to adjust.

Chairman Biedenbach stated do you want to do it now?

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

Commissioner Hawes stated I would like to move that; specifically a motion approving a modification to the fuel and purchase power cost adjustment clause to $15.75 per 1,000 kWh,
(7-a) Rate Reduction – Modification to Fuel and Purchased Power Cost Adjustment Clause – (FPPCAC) (cont.):
effective with the first billing cycle in July, 2020 and continuing until the results of the Rate Study by Raftelis are completed and approved by the Commission.

Chairman Biedenbach stated Commissioner Hawes has recommended we go from zero where we’ve been for the last two months to $15.75 from now until we…

Mr. Chavez interjected, incorporate the results of the rate study.

Chairman Biedenbach stated until we adopt the rate study. Okay, moved by Commissioner Hawes, I need a second.

Commissioner Holcomb stated second.

Commissioner Hawes then stated is it from zero or from $22.68 to $15.75?

Mr. Chavez stated well, it was zero for May and June for COVID and now we’re saying let’s go to $15.75.

Commissioner Hawes stated okay.

Chairman Biedenbach confirmed there was no further discussion. Chairman Biedenbach asked if Commissioner Davenport was on. Commissioner Davenport responded yes sir but was inaudible in the meeting room. The Chairman then requested for a roll call vote to be taken on the motion.

Commissioner Hawes previous motion then passed unanimously on a roll call vote.

Chairman Biedenbach stated okay, $15.75, then asked Mr. Chavez if he had anything else.

Mr. Chavez indicated no.

Chairman Biedenbach asked if anybody had any questions for Mr. Chavez at this point. There being none, Chairman Biedenbach thanked Mr. Chavez and also Mr. Beyrle.

(4-e) Electric Feeder Level Reliability Plans (FY21-23):

Mr. Bunch stated thank you gentlemen. If I could I’m going to ask Mr. Couillard to come up and talk to us about the electric reliability improvement plans. As she’s coming up I’ll just remind you that last year we identified this as one of the “just do it” things as we implemented and I got approval for our Vision and Mission while we started studying water optimization and grid modernization. So Ms. Couillard’s been very busy and she’s going to give us some updates.

Ms. Couillard requested Ms. Simmons to go to page two on her presentation. She then stated as we spoke last month, we were just looking at a kind of level one, just do it, for our feeder reliability, for the first phase of the electric reliability improvement. So this presentation, I’m
(4-e) Electric Feeder Level Reliability Plans (FY21-23) (cont.):

going to go over the background a little bit to talk about what we’re doing for level one, level
two, and then show you the areas that we picked to focus on for next year as part of level one.
So in 2019 we performed our first historical reliability analysis. The data analysis confirmed
that we have room for improvement. We contracted with Burns and McDonnell to do a
system-wide reliability improvement plan. We received that back about six weeks ago and
incorporated that into what we were already doing and we have recommendations prioritized
based on feeder level solutions. So what we’re going to do is an entire feeder, with a whole
level of work on that feeder, rather than just going to do trip savers and put them everywhere.
It’s easier to measure outages and impacts if we focus on the whole feeder at one time.

Chairman Biedenbach stated Ms. Couillard, when you’re talking about the feeder, it’s the 16
lines or the 16 circuits that we have in town.

Ms. Couillard stated yes sir.

Chairman Biedenbach stated okay, go ahead.

Ms. Couillard stated so we’re proposing a three-year reliability improvement program aimed
at reducing frequency. Our target is 1.0, and you’ll see on our table where we actually are for
each of our lines or feeders. Our CAIDI is actually in the excellent range and so we plan to
maintain that. And then SAIDI is the product of SAIFI and CAIDI, so as reductions come
through on SAIFI that should impact that as well. In addition while we’re doing this, you
know we’re doing the grid mod. and the water optimization plan so we will also be
incorporating anything that comes out of there into our timing on the feeder level solutions.
We do have already in our budget, that we presented last week, a five-year amount for electric
reliability improvements of $2.9 million. So this work does not require a request for more
money outside of our budget.

Ms. Couillard continued by stating, so we’re looking at just three years right now, 2021 to
2023. The level one improvement plan, we prioritized the feeders, at least for phase one,
based on reliability studies, outage data, and historical data. We are going to continuously
monitor and adjust plans if need be. In addition, we will be adding sectionalizing to our
feeders to reduce impacts of SAIFI on the number of customers. So there are times right now
when we’ll have an operation or something happen on the feeder and where our reclosers are
located it will take out either the entire feeder or the majority of the feeder. So it’s a large
amount of folks being impacted for possibly something on a lateral or something small. So
we’re looking to kind of attack that first with both pole mounted reclosers and trip savers.
We’re also looking at reconductoring sections, so we have some sections that we’ve
reconductored from here to here. And from here to here we’ve got what I call a little fuse in
the middle, so we’re going to fix that and make those complete. We are looking at wildlife
protection, not only in our substations but on our lines. We have a lot of wildlife issues, from
woodpeckers, to squirrels to raccoons to snakes, you name it we have it. So my team is
looking at putting together a standard for the whole U.C., for each type of either overhead line
or sectionalizer, or substation. And then you saw and approved the new vegetation
management plan and we’ll be using these new feeders, for next year, will be the first thing
that they will work on.
(4-e) Electric Feeder Level Reliability Plans (FY21-23) (cont.):

Mr. Bunch then requested Ms. Couillard to explain the new vegetation management plan, what the U.C. will be doing going forward.

Ms. Couillard stated sure, historically we’ve been focusing the tree trimmers on hot spots. This is outside of like storms or work for projects. This year we went out for bid and we’re looking at pricing per mile for different types of scenarios, which is consistent with what everyone around us does in the whole state of Florida. So they give us a per mile pricing and we are also assigning them an entire feeder. So it’s the mains and the laterals, they’re going to clear the whole thing, each feeder at a time, rather than this one’s really growing and that one’s really growing. And we’ll also be looking to them, they have arborists and things, to give us more recommendations. But we will be in line with what the rest of the utilities, for the most part, are doing in the state of Florida.

Commissioner Holcomb stated so it’s going to be more of a maintenance instead of repair type of approach?

Ms. Couillard stated yes.

Commissioner Holcomb added cheaper, I would think it would be over time.

Mr. Bunch then asked Ms. Couillard to explain how long it would take to cover the whole system.

Ms. Couillard stated so we are starting with a three-year cycle, so we are going to trim our entire system over three years.

Chairman Biedenbach stated so every three years we’re going to go back to the same tree, every third year we’re back at the same tree or the same line.

Ms. Couillard indicated yes, basically. And we did a survey through FMPA and I went out on the web and looked at what the IOU’s are doing and they’re anywhere from three to five years. And some of them are so big that they can only afford to do five years.

Ms. Couillard went to the next slide and stated so once we get our level one plan in place, we’re going to start working on our level two plan and a lot of these things will come out of the grid mod. and the water optimization plans. So we’ll be focusing on load transfer and feeder balancing. We’re installing new feeders to take some of the load off of other feeders, we’ll balance them out. And then we’re going to put in what I call the sectionalizing switch. So you can automatically switch from one to the other if there’s an emergency. We’ll be putting in distribution automation so that we can control all these switches and reclosers and integrate into the SCADA. We are doing a complete protection and control device coordination to make sure the settings on a device at the end of the feeder doesn’t trip the substation. So we’re looking at our entire system and we are going standardize all our equipment and our settings as well. So it’s easier for the folks in the field, when they get some where they know what to replace it with.
Commissioner Holcomb stated can I ask a question on that, because Mr. Mines always tells me every time I ask about a power outage he tells me I don’t know what I’m talking about. I say the power’s out, what more do I need to know, it’s real simple lights on or off. So obviously when I’m reading through that, certain areas and certain lengths and you called out certain things, you know, not each area or each system are going to be treated the same. But for me when people say my power is out, I can say great we have this system reliability study we’re doing right now and we’re working through it. What should be the level, and again by area, you have the nice maps with the color, gridded out, and I’m a guy that likes to set expectations. So what would be, and I loved how you had the classifications of the different kinds of outages per area or whatever. And I think that was easy from an outsider looking in, well that makes sense, I get that. But what should I expect from this investment as a reduction in, you know what number, say a hundred outages per section. What should, after we’re done with all this, everything’s put in, what should I look for as a reasonable expectation of reduction in outages?

Ms. Couillard stated how we measure it is through our metrics, so SAIFI and SAIDI. The frequency number should be on average at a 1 or below. And if you look at the table on page 6, for each of our SAIFI levels, for the majority of our feeders are above 1.

Commissioner Holcomb stated but again we’re attacking this for a reason.

Ms. Couillard stated exactly.

Commissioner Holcomb stated so for me to understand it and I understand better equipment, works better logically but as a level of investment versus the expectation. You know because there’s certain areas in town, and I always go beachside, I always get those. If I want to drink beer I do it on the mainland, it’s just the questions are easier over there. But I’d like to be able to communicate we’re making this investment, we’re hopefully reducing by 10%, 20%. Some of it makes sense because certain areas have longer areas and if you put certain mechanisms in to maybe not expose those people, we can shorten the areas of exposure, that makes sense to me. But I always get the question, you know, again when the power’s out everybody’s just mad so they don’t listen real well, and I don’t explain really well. So I’m trying to understand and when I get the question, a. we’re making the investment, b. all the studies being done, we’ve identified where we believe the problems are and we believe what’s causing the problems. This is what we’re doing, this is what we expect to see, you know I wish I could tell you all your power’s not going to go out this summer but that’s not realistic. But I think by the investment we’re going to make and the studies we’re doing and the work that we’re going to reduce it in certain areas by whatever. And you don’t have to give me that answer right now but sooner or later as we’re going through this. You know what I’m saying as technology or you start to understand it more or whatever, because it makes it easier for us.

Ms. Couillard stated absolutely.

Mr. Bunch stated our five year reliability chart we presented last year, maybe next month you can bring that back and show that 1.8 or 2. something average interruption per customer, how we get to that target of 1. or less. But there’s a slide that I think would pretty easily tell the story for everyone.
(4-e) Electric Feeder Level Reliability Plans (FY21-23) (cont.):

Commissioner Holcomb stated right, and that’s all it is, just how to explain it.

Ms. Couillard stated it is difficult.

Mr. Bunch stated instead of a bunch of data we’ll show you a slide. Target is only one interruption per customer on average.

Commissioner Holcomb stated it’s not a predictable outcome, I get that, but there’s a level of expectation, we’re making an investment to reduce your outages. And again when you say, it’s funny because when you said 1.5 and 2.8 right, per customer or whatever, is than an annual number?

Mr. Bunch and Ms. Couillard stated yes.

Commissioner Holcomb stated okay, because when they talk you think their power goes out 50 times a year so when I say 1.5 to 2.8 the first thing they’re going to tell me is I’m not that guy. So I need to let them know the investment is being made to reduce a percentage. So a certain, it depends on your area, because I thought it was pretty easy to understand. You had the shaded maps, you have the identifying issues, you had how many outages were identified, and then basically we’re going to make an investment and our goal as a Commission would be to reduce the outages by a percent; that’s all. You know what I’m saying, just for the understanding of the public.

Ms. Couillard stated oh, I get it, yes.

Commissioner Hawes stated on the chart, and I don’t know if I’m looking at it the right way, but you talked about line 11, 12, 14, 25 and if I kind of go across to the SAIFI line and if you just look at the first one. So if I’m hearing that right that’s 2.5 times per customer or something, and so what you’ll be saying is that you want that to be one.

Ms. Couillard stated yes.

Commissioner Hawes stated so that’s the improvement, you know what I mean, now this is a national number. Is that right?

Ms. Couillard stated that is right.

Commissioner Holcomb stated so, but what I like though is there’s different areas and they have different problems.

Ms. Couillard stated yes, they do.

Commissioner Holcomb stated so if I’m talking to a customer from beachside, I’m talking about, I think you had about four areas outlined, we’re not talking about 60, we’re talking about four. And if we just grouped those four and we can send them look at this because this is where you’re at, because you know again most of the really hardcore complaints come from beachside and there’s a lot of issues there. So I just want to be able to say, where do you live,
we hope to reduce your outages by 20% or something. That’s an easy statement and I can send them to the website and say you can see our plan online, this is what we have and you can look at your area. Because again, I mean you guys are trained to answer the questions and we struggle with it.

Ms. Couillard commented it’s even hard for us.

Commissioner Holcomb stated people think we’re not doing anything because here’s what people believe from the outside, they believe that we’re going to tell them a squirrel or an animal or some easy answer is why their power went out, it’s not on us and we’re doing nothing about it, it’s just a natural thing that happened and there’s nothing we can do. When actually we are doing something, we are doing a study, and we are investing money and we are trying to reduce it. And because Mr. Mines probably doesn’t want those guys on the poles fixing these problems if we can buy a new switch to keep everybody safe, I’ve got to believe we’re a safer operation if we can keep the power on. So they don’t see it that way and I understand that but I just want to be able to explain it better or push them to a place and say hey, if you want to go look at your plan, these are the zones we have, this is where you live and you can look at it. Fair enough? Okay, thanks.

Ms. Couillard stated yes, and added we’ll work on a number that makes sense and no, that’s good, that was part of why I put those slides together.

Commissioner Holcomb stated and it was helpful.

Ms. Couillard continued, for a visual.

Commissioner Holcomb stated and it helped me 100%.

Ms. Couillard then stated so slide 5 (sic 6), gives you the five-year historical information, the affected number of customers, the average outages they saw from a frequency standpoint and we used this table to choose the four lines for the first section. So these are for next year, level one reliability. It also includes, but it’s not on here, the length of the lines. So we looked at all of the aspects. It covers about 10,000 customers of our 26,000 customers, so we feel comfortable that we’re going to hit it hard and fast. The first line of course is line 11, we’re on page 7. So this is our S.R. 44 commercial, the alternate feed to the hospital, and then the residential area. I just put a circle so folks could zoom in and see where they’re at, and just give you outage categories of what we’re going to attack.

Ms. Couillard went to the next slide and stated the next one is line 12, same issue, different area. You’ll see some of the outage causes are the same but you’ll see there are differences between the three. And these are really long lines without a lot of sectionalizing. On the next slide, beachside, line 14, that’s 26th Avenue south. A lot of outages there, weather of course because they’re on the beach and then wildlife and equipment. And lastly (next slide) is the second beachside line, from 3rd Avenue south, that’s line 25. And actually we added one more (next slide), thought we could balance them all. I wanted to also balance what we are attacking across the whole City, so we picked line 26. And we’ll be focusing there, also a lot of long lines without much sectionalizing in here and that will help with the frequency.
(4-e) Electric Feeder Level Reliability Plans (FY21-23) (cont.):

Ms. Couillard went to the next slide and stated so for our next steps we’re going to finalize our design locations for the equipment install, order materials, provide the information to the vegetation management contractor and create a monitoring and reporting procedure. And I’ll put together those drawings and percentages and then we can talk about where folks can see it and get information. And then for the next two years we’re going to finish looking at the rest of the lines and do the same thing, put together a plan. And then we’ll be monitoring our metrics and our target is 1. Do we get there, don’t we get there, why, and make adjustments on the next ones as we go.

Ms. Couillard continued and stated then for level two, we need to finalize our studies inputs and standards, also with the grid mod work. We’re going to be doing load transferring, rebalancing between feeders, and distribution automation. We’re going to be developing system hardening standards for the whole system, modernize our equipment standards and standardize our equipment choices. Asset upgrades for aging equipment and then selective undergrounding – other than in new developments which is a requirement. We’ll develop those project plans and do the same with monitoring and reporting and also monitoring industry metrics. And then referencing the last slide, I just included a metrics definition because I get them confused sometimes too.

Commissioner Holcomb commented believe me, confuse is a very common word that I come across up here.

Ms. Couillard then offered to answer any questions.

Mr. Bunch commented, and during this period of time you will be hitting all areas.

Ms. Couillard stated yes, to some extent.

Mr. Bunch added and within the next two years you would expect to see what improvements.

Ms. Couillard stated I need a couple of months, so probably around the same time as we’re doing the optimization report out and recommendation, the integrated plan, I should have them for that. In August, the week before the August Commission meeting. And then we’ll be presenting the entire roadmap and recommendations to you all.

Commissioner Holcomb stated I really want to commend you, and you kind of alluded to that, the visual aids really help and the words next to it, and like I said, you’ve got to really simplify it for us because we’re not in your world. And that made it a lot simpler, okay I get that, that’s an area and I kind of understood what you were talking about with distance and kind of chopping that up. If I can take one system and put it in quarters then maybe the other three quarters don’t suffer the same outage that only 25% do. So that all makes sense to me, it’s easy to follow, and that’s why again, visual aids and communicating are huge.

Ms. Couillard stated the way I think about it is if I was not working here and I had an issue what would I want to see.
(4-e) Electric Feeder Level Reliability Plans (FY21-23) (cont.):

Commissioner Holcomb stated right. Then added, go to lunch, take it with you and show it to them and ask can you understand what I’m saying? If they just nod yes, you’re headed in the right direction; but don’t ask anybody in the building. Then concluded by stating thanks, that was helpful.

Chairman Biedenbach confirmed there were no further questions from the other Commissioners. Also stated thank you to Ms. Couillard and commented we will be looking forward to your next presentation.

Mr. Bunch then stated Chairman that’s all I have for the General Manager’s portion; so we’re on General Counsel.

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

Chairman Biedenbach stated all right, is Mr. Cloud on, is he going to make a speech?

After confirming Mr. Cloud could be heard, Chairman Biedenbach stated you’re up Mr. Cloud.

Mr. Cloud stated he had three items.

ADD-ON (5-a) City Charter Update:

Mr. Cloud then indicated the first item was the charter amendment, Mr. Bunch, Chairman Biedenbach and himself attended a workshop of the City Commission last Thursday night. But of course my viewpoint was and has been if it isn’t broke, don’t fix it. And I don’t think that was the gist of what the City Commission wanted to do so we approached it from the standpoint of giving and providing background about how other utility commissions around the state of Florida handle the conveyance of interests in real property. Everything from licenses all the way to the deed. And I outlined for them why I think the Utilities Commission has that authority with some limits, two limits to be precise. And the question kept coming up from some of the Commission, well it isn’t very clear. So after a couple hours of going through this the direction that the City Commission provided was to ask me and Carrie Avallone, the City Attorney, to develop language that defines our ability to convey specific interests in property and then for property that is west of I-95 provide that in order to convey by deed any of that property there would have to be a unanimous vote of the Utilities Commission and a super majority of the City Commission. And then to add language that would ratify all of past actions of the Commission. And that is what I would suggest, what I would recommend to you is that I would prepare language, I’ll try to make it as simple as possible because this is after all going to be a charter amendment that states clearly that we have the authority to convey various interests in real and personal property. And that provided however the property that is west of I-95 were we to propose to transfer fee final to some part of that property it would require the two votes. And then last, but not least, add a sentence that provides for ratification of all past acts. I think that commits the least amount of harm to the Utilities Commission and to the City Commission and to the customers. And I’d be happy to answer any questions that you may have on that item.
Chairman Biedenbach asked are you going to do that for our next meeting?

Mr. Cloud indicated he didn’t think that time would work, the information is supposed to go back to the City Commission on or before June 30th. So I will be working on this between now and then and of course I will be copying each of you as well as Mr. Bunch drafts and everything. But I wanted to give you some idea of what the issue was and what we are dealing with right now. I think the City Commission is being very cooperative. They’re trying to respond to issues that they have considered for some time and I think we stand to gain from this experience. And I want to try and draft it so that we certainly don’t lose from this experience.

Mr. Bunch stated to Mr. Cloud, you may have said it, but I had to step out for a few minutes, but could you explain the existing resolution the Commission has in place regarding the western property and when that was put in place. Because when you presented that to the City Commission they sort of listened to that and said oh, that’s a good practice and how that influenced their direction in regards to the City’s code.

Chairman Biedenbach stated Mr. Cloud did you hear Mr. Bunch?

Mr. Cloud stated no sir I didn’t hear a word, I haven’t been able to hear a word of what he’s said the entire meeting.

Chairman Biedenbach stated let me rephrase, I’ll put some words in his mouth. What he asked was on the resolution that the Commission did, and I believe it was back in 2010, that any conveyance of property on the 800 acres or whatever it is on the western side of 95, takes a unanimous vote and the reaction from the City when you explained that to them.

Mr. Cloud stated well, I think that the City was satisfied with that because they stopped talking about submitting it to a referendum but in place of that they wanted to have a say in that. And they talked about some of the other properties and I got them to agree to limit it to just the property west of the interstate. That’s really been the, sort of the bee in the bonnet over there, I think.

Commissioner Holcomb stated to Mr. Cloud a question. Again I like the general direction that everybody is going here. You know I think I’ve stated this enough, we have to develop on that piece of property because there’s no option “b”. And I agree with the properties east, but what are you playing defense against, you’re playing defense against that big piece of property. And I think the City, as big as it is and as valuable as it is to the community, I like the fact that our Commission and the City Commission would have to be in alignment. Which I would hope that they would never be (not), and to settle that, because I don’t think that would make sense. But with that being stated when we had the workshop one of the things we talked about, it’s a 1,000 acres we had surveyed right?

Mr. Bunch stated 952 or 953 acres.

Commissioner Holcomb stated right, so I was off by 48. So here’s what I would ask, is that in the case that we do all of our capital improvement that they’ve approved along with our
ADD-ON (5-a) City Charter Update (cont.):

budget which they’ve approved, which along with the money which they’ve approved for us to borrow. Remember that all those three steps have happened, where they’ve agreed to adopt our budget, they vote on it, they agreed to the borrowing of the money. It’s that if we execute our capital plan, because one of the things I brought up in the meeting was the asset management part, if we only needed, say we build exactly what we said we were going to build, it met the requirements, the City’s in great shape for the next 75 to 100 years, and we had this little 25 acres, or 50 acres or 100 acres or whatever was left over, just using a number. That politics could get in the way of us recouping money on behalf of the ratepayer which would offset debt, which would offset rate. So from the asset management perspective of this, and again I don’t know what in ten years it’s going to be and I’m not going to be here and I do like the idea that the City and the Commission go along, which they already have unbeknownst to this charter they’re trying to do, it’s already happening. Is that once we completed the project or we’re done with it then if there was, if we didn’t need it, and I think as time goes on you don’t need as much space as technology gets better. I mean everything that I do in my life now ends up being smaller, shorter, and less employees needed to achieve it because technology agrees with that; it’s just the way it is. That we wouldn’t be 10 or 15 years out handicapping the people that sit up here when maybe we’re done, the system is completed and we’re set for the next 75 years and then we’re not going to have the ability to recoup that if someone were to say hey, this makes sense. So that’s my only reservation, I agree with in principle but I think it’d be nice to build a little flexibility into that. You know if we didn’t use it all, we completed our process and we have this massive piece of land left over that would be of value to reduce some of the debt. And remember that only to be used to reduce the debt on behalf of the ratepayer, that would make sense but not until we were completed with the project. So, like it in general, I just hope that, again, there’s nothing we’ve done with that property that they haven’t been involved with from our capital improvement plan to our budget to borrowing the money, so they are in lockstep with us. So that’s my only reservation is 15 years down the road we’re complete and you have this chunk of land we can’t get… It’s hard enough to get five people to agree on anything and now you’re talking about ten, that can be pretty… So, I don’t know, I’m sure, a percentage could be set, in ten years we relook at it, you know we have a ten year capital improvement plan, so at ten years we would come back and revisit maybe 10% of it or whatever it was. Or whatever, it can be a time frame, I think maybe ten or fifteen years is a very reasonable number if you’re trying to play defense against selling an asset; so that’s it, I just hate to see us, so did you get that Mr. Cloud?

Mr. Cloud stated I did and there are two takeaways that I have for what you said. The first, you said that any proceeds, from any transfer, sale, or what have you would be either to reduce debt or for a system purpose meaning the proceeds are put to the benefit of the ratepayer, I don’t think there will be any argument with that.

Commissioner Holcomb stated correct.

Mr. Cloud stated and then two, by making this the use of the property to the west subject to the vote of the U.C. and the C.C., City Commission, that is a whole lot less onerous than going through a referendum. So I think that is a plus and that helps us accomplish, much more easily accomplish what you just discussed.
ADD-ON (5-a) City Charter Update (cont.):

Commissioner Holcomb stated it’s an answer.

Mr. Cloud stated it’s the best I’ve got right now.

Commissioner Holcomb stated but again, from where I stand easy doesn’t, I represent the Utilities Commission and I understand where they’re at and so I don’t have a problem with it. But like I said I don’t know what’s hard about in the language putting a 10 or 15 year number in there to where it would be an option. That if we got through our capital improvement plan and remember, we’ve met all of the things that they’ve agreed with, they’ve approved, they helped us fund, so now we’re complete. If there’s left over why do we want to go back and bring both boards into that when we can, if we’ve been, if we’ve done our job, we’ve executed the plan that they voted on every year, and they’ve adopted and approved. Because we’ve only borrowed part of the money, we haven’t borrowed all of the money. So they’d have to agree to let us borrow the money, because we can’t go borrow money without them anyways, but it’s, you’re really kind of handicapping yourself. So I don’t think adding a line in there that says this is to be looked at in 10 or 15 years with an option, I don’t think that’s hard, we do contracts all the time. I don’t think that’s asking too much since everybody’s worried about the people sitting up here trying to sell the property. In 10 or 15 years I promise you I will not be here so that’s all I’m saying. If it’s possible I think that would be a nice option, they just want to make sure that we develop what we say we’re going to develop. I get that, I have no problem with that, I think that’s a good move. But there’s going to come a point at the end that we’re going to have to be able to navigate and I don’t want to handicap future commissions down the road because of some agreement people made 15 years ago hedging it one way.

Mr. Cloud stated I think that’s a reasonable request, but I don’t think it’s going to fly. Because from the standpoint of at least two members of the Commission (City), their concern was preserving the water resources out there. So I think if we try and introduce that issue we’re liable to lose the positive; that is my best judgement of it. What you say is not unreasonable but that’s not what we heard from the City Commission.

Commissioner Holcomb stated you are our counsel and Mr. Bunch is the CEO and I will count on you guys to get us the best deal and we’ll go from there. So that’s where we’re at, like I said we’re on the same page, I think we’re in agreement, we all want the same thing for that property out there. I just, as a ratepayer, and again we’re talking about raising rates right now, we need the ability to navigate this place operationally and again that’s my two cents. I’m looking at it from a business, I’m sure they’re looking at it from an environmental standpoint, but you’re not going to win. So either your rates go up or you sell an asset 15 years from now. So I would ask, it’s free to ask, well it’s not free to you but I mean you can ask and see if that expectation scares them.

Mr. Cloud stated yes sir, I will ask as you asked, I will ask.

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

Chairman Biedenbach stated all right, you said you had three Mr. Cloud, you got two more?
(5) Commission Counsel’s Report – General Counsel (cont.):

Mr. Cloud stated yes, I’ll make it quick. Next month we will bring to you a request to extend the Port Orange Interconnect Agreement, I think that is a pretty simple ask. And then last, I would like to ask you to authorize us to pay the uncontested part of the request of Hypower, that’s approximately $175,000. If you would authorize us to do that, that will, we believe will put us in a better position in the litigation that is ongoing. They have finally requested it and it is finally appropriate for us to pay that, and that excludes the liquidated damages that we still claim.

Chairman Biednebach stated so you want a motion to pay Hypower $175,000.

Mr. Cloud stated yes sir, Hypower, the authorization to pay, yes sir.

After confirming the name of the company with Mr. Bunch, Chairman Biedenbach stated okay you’ve heard, I need a motion to pay $175,000 to pay Hypower.

Commissioner Hawes stated okay, then I’ll make that motion. Then directed to Mr. Chavez, did you want to say something?

Chairman Biedenbach stated excuse me Mr. Chavez I didn’t see you.

Mr. Chavez stated no, no that’s okay. It’s related to an outstanding legal issue, so yes, I mean we know we’d have to pay that.

Mr. Bunch added so this is actually for work they performed and never submitted a final bill because they were in discrepancy with their sub-contractor which resulted in this lawsuit. It’s strictly for work they’ve done and as Mr. Cloud indicated, as we pursue the lawsuit this will put us in favorable view of whoever is presiding or adjudicating because we’ve done everything we should.

Chairman Biedenbach stated the motion was made by Commissioner Hawes, I need a second.

Commissioner Holcomb stated I’ll second.

Chairman Biedenbach stated Commissioner Holcomb seconded, any other questions, Commissioner Davenport can you hear? Commissioner Davenport did respond yes but was inaudible in the meeting room. Chairman Biedenbach then requested Mrs. Simmons to call the role.

Commissioner Hawes motion to approve, to authorize payment in the amount of $175,000 to Hypower for an uncontested portion of Hypower’s requested payment in ongoing litigation, as requested by the U.C.’s General Counsel, then passed unanimously in a roll call vote.

Chairman Biedenbach stated do you have anything else for us solicitor?

Mr. Cloud stated no sir.

Chairman Biedenbach stated thank you very much.
(6) Old Business:

There were no Old Business items for consideration.

(7) New Business:

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

This item was considered and approved at the end of the presentation and discussion for the Financial Status - consent items 4-c. and 4-d. above.

The Commission approved $15.75 per 1,000 kWh effective 1st billing cycle in July, 2020 with a planned continuance at this level until completion and approval of the Raftelis Rate Study and recommendation for a fuel over/under recovery reserve balance.

(7-b) Retirement Advisory Services (RFP 11-20):

Chairman Biedenbach then stated I believe you’re up again to Mrs. Pitcher.

Mrs. Pitcher addressed the Commission and stated I have on the agenda tonight for the approval of a retirement consultant. To ensure that our employees have the best fund options for retirement investments including competitive fees, we went to bid for a retirement advisor and fiduciary who’s experienced in retirement programs who can provide us with advisory and fiduciary services. We had seven bidders and from that our committee selected the top out of those seven. They recommended as advisor SageView Advisory Group, LLC. They have over 30 years of experience in the business and what they will be directed to do immediately is to negotiate lower fund fees, right away with our current providers and to result in savings immediately for our staff and their retirement accounts. Their fees are ten basis points, 0.10% of a percent of total plan assets so that’s equivalent to about $20,000 right now of our plan assets but that will be incorporated into the participant fee structure, so that will come directly from participants accounts, from the recordkeeper, not from us. So we are asking that you award the contract for retirement advisory services to SageView Advisory Group.

Chairman Biedenbach stated about how much money do they manage for our retirement funds, do you have any idea?

Mrs. Pitcher stated yes, so if they’re awarded the contract, right now our plan assets are a little over $13 million together between the two plans. (Principal and ICMA)

Chairman Biedenbach stated okay, any questions for Mrs. Pitcher? There being none, he stated I need a motion to make this happen.

Commissioner Hawes stated I’ll move it – specifically a motion to award and approve Retirement Advisory Services (RFP 11-20) for UCNSB’s retirement plans to SageView Advisory Group, LLC, such services effective July 1, 2020, and continue for one full year until June 30, 2020, with the possibility of three subsequent annual renewals.
(7-b) Retirement Advisory Services (RFP 11-20) (cont.):

Chairman Biedenbach stated I need a second.

Commissioner Holcomb stated I’ll second.

Chairman Biedenbach stated moved and seconded, any other discussion? There being none, he requested a roll call vote.

Commissioner Hawes previous motion then passed unanimously on a roll call vote.

(8) Possible Other Business – Time for Commissioners:

(8-a) Presentation – Appreciation of Honorable Service – Lee Griffith (U.C. Resolution No. 2020-09):

This item was moved up on the agenda, and then conducted and completed under agenda item 1. Agenda Changes, Additions and Deletions above.

(8) Possible Other Business – Time for Commissioners (cont.):

Chairman Biedenbach then commented it looks like we are finished and then requested Commissioner Hawes to tell the Commission a little bit about himself.

Commissioner Hawes stated his name and added I’m originally from Michigan, although I’ve lived in Illinois, in New York, California and all over the place. I’ve been here for the last five or six years. I know Lillian Conrad very well, Bill Biedenbach very well, and Jack Holcomb very well, and I know Buddy Davenport pretty well. I’ve been in and around the City and have been involved in a variety of things, Chamber of Commerce, etc., and feel I understand the City pretty well. And I’m happy to be part of this board, I’m honored to be associated and looking forward to learning actually quite a bit about this, so I look forward to sitting with folks and learning as we go.

Chairman Biedenbach thanked Commissioner Hawes for those introductory comments. Then confirmed there were no further comments from Commissioners and stated thank you all and good night.

There being no further business to come before the Commission, the Regular U.C. Meeting closed at 4:55 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
☑ NEW BUSINESS
☑ OLD BUSINESS
☐ EXHIBITS:

FOR MEETING OF: July 27, 2020
FROM: Director of Engineering
SIGNATURE: Julie Couillard

SUBJECT:  Granted and Accepted Third Party Utility Easements

SUMMARY:
In accordance with U.C. Resolution No. 2019-05, approved and effective on 9-23-19, limited delegation was authorized by the Utilities Commission to the General Manager-CEO and Director of Engineering to accept granted third party utility easements if presented to the Utilities Commission for ratification of acceptance within 90 days following execution.

Please find attached utility easements granted to the U.C. by HSC NSB, LLC, and a Special Warranty Deed from HSC NSB, LLC, and an easement from Rajesh K. Ailani - submittals for the Tractor Supply Project. Also attached is a utility easement granted to the U.C. by Beacon Residences, LLC for the Beacon Apartments Project.

FUNDING SOURCE(S) N/A

RECOMMENDED ACTION:
A motion to ratify the acceptance of the third party granted utility easements granted by HSC NSB, LLC (and Special Warranty Deed), from Rajesh K. Ailani; and from Beacon Residences, LLC, for their respective projects, attached hereto and hereby submitted to the 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.
Prepared by and return to:
Utilities Commission,  
City of New Smyrna Beach  
P.O. Box 100 - 200 Canal Street  
New Smyrna Beach, FL 32170-0100  
(386) 427-1361

UTILITY EASEMENT

THIS UTILITY EASEMENT (the "Easement") is made this 25th of June 2020, by and among HSC NSB, LLC, an Alabama limited liability company (the "Grantor"), having a mailing address of Post Office Box 130, Daphne, Alabama 36526, and the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH (the "Grantee"), having a mailing address of 200 Canal Street, New Smyrna Beach, FL 32168.

WHEREAS, Grantor is the fee simple owner of that certain real estate parcel located in Volusia County, Florida, as more particularly described in Exhibit A attached hereto (the "Grantor's Property"); and,

WHEREAS, Grantor desires to convey to Grantee a perpetual non-exclusive easement, the right of ingress and egress and right-of-way over a portion of Grantor’s Property as more particularly described in Exhibit B attached hereto ("Easement Lands"), for the purposes of installing, constructing, operating, operation and inspection, relocating, replacing, maintaining and repairing, from time to time, above and underground utility system, including but not specifically limited to: potable water, reclaimed water, wastewater (sanitary sewer) collection system, electric, telecommunication line, and fiber optic along with associated conduits or pipes; and the right to transmit and convey utilities which easement shall run with the land for the benefit of the Grantee, its respective successors and assigns. Grantee, by acceptance of this Easement, has agreed to be bound by all terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. GRANT OF UTILITY EASEMENT: MAINTENANCE OF UTILITIES. Grantor hereby grants to Grantee, its successors, assigns, and grantees, a non-exclusive perpetual easement across, over, upon and under the Easement Lands for the purposes of installing, constructing, operating, operation and inspection, relocating, replacing, maintaining and repairing, from time to time, above and underground utility system, including but not specifically limited to: potable water, reclaimed water, wastewater (sanitary sewer) collection system, electric, telecommunication line, and fiber optic along with associated conduits or pipes; and the right to transmit and convey utilities (collectively, the "Utility Facilities") for use in connection therewith, together with the right of ingress and egress to and from the Utility Facilities over and along the Easement Lands (together, the "Utility Easement").

2. REPRESENTATION AND WARRANTY. Grantor hereby represents and warrants to Grantee that (i) Grantor is lawfully seized of the Easement Land, (ii) the same is either (a) unencumbered by a mortgage or other lien (excluding lien(s) for ad valorem taxes not yet due and payable), or (b) encumbered only by a mortgage, as to which the mortgagee has executed a joinder...
and consent to this Easement and the rights granted hereunder, and (iii) Grantor has the right, power
and authority to enter into this Easement and grant the Utility Easement herein.

3. **RESERVATION BY GRANTOR/NONEXCLUSIVE USE.** Notwithstanding the
rights and easements granted by Grantor under this Easement, Grantor specifically reserves the
right to use the Easement Lands for any lawful purposes, however, Grantor shall not build,
construct, install or permit to be built, constructed or installed, any improvements, structures,
fences, foliage or vegetation, or other improvements of any nature or description on, upon, over or
across the Easement Lands which would materially inhibit or impair the use of the Easement Lands
by Grantee for utility purposes. However, Grantor, its successors and/or assigns, may install any
structure or object, including, but not limited to, fences, gates, signs, trees or poles, foliage or
vegetation, which will not materially inhibit or impair the use of the Easement Lands by Grantee
for utility purposes within the Easement Lands after Grantor shall obtain written approval from
Grantee of such encroachment. In consideration of Grantee’s consent to an encroachment, Grantor,
its successors and/or assigns, shall agree to indemnify and hold Grantee harmless from and against
all liabilities or damages which may be imposed upon or asserted against Grantee as a result of or
in any way connected to an encroachment approved by Grantee. In the case of an emergency
needed repair, removal or replacement, in the event Grantee determines that it is necessary to
construct, maintain, repair, remove or replace any of its Utility Facilities located under, over or
upon the Easement Lands, the Grantor, its successors and/or assigns, of the portion of the Property
affected shall immediately remove the encroachment from the Easement Lands upon the request of
Grantee at Grantor, its successors and/or assigns’ sole cost and expense. If Grantor, its successors
and/or assigns fail to remove the encroachment, Grantee shall have the right to remove the
encroachment from the Easement Lands, Grantor, its successors and/or assigns shall pay all costs
incurred by Grantee related to removing the encroachment from the Easement Lands. The Grantee,
and its contractors, agents, and employees, shall have the right to trim or cut trees, shrubbery or
vegetation, and roots that may endanger or interfere with the Utility Facilities and shall have free
access to the Utility Facilities and every part of it at all times, for the purpose of exercising the
rights herein granted.

4. **ENFORCEMENT: ATTORNEYS FEES.** In the event of a failure of any party or
parties to perform any of its obligations contained in this Easement, any party or parties affected
by this instrument shall be entitled to institute proceedings for full and adequate relief from the
consequences of such default, including but not limited to injunctive relief. In the event an action
is instituted pursuant to Paragraph 3, the non-prevailing party or parties shall pay the reasonable
attorney’s fees and expenses of the prevailing party or parties.

5. **BINDING EFFECT; MODIFICATION.** This Easement shall be binding upon and
shall inure to the benefit of the parties hereto and their respective successors and assigns. This
Easement and the terms and provisions hereof shall be deemed covenants running with the land for
all purposes and may be amended or modified only by an instrument in recordable form, executed
by all of the parties hereto. Without limiting the foregoing, Grantor acknowledge that Grantee’s
rights under this Easement are assignable; that Grantee may enter into agreements to sell or
otherwise may transfer Grantee’s Property, either to affiliates of Grantee or to third parties, and
that Grantor hereby consent to Grantee’s assignment of all of its right, title and interest and its
delegation of all of its obligations created under this Easement upon any such the sale or transfer
and, upon any such assignment, Grantee shall be forever released and discharged from any and all
claims, demands and damages which Grantor may have, make or suffer as a result of anything done
or occurring after the date of such assignment. The term “Grantee” shall also mean any successors,
assigns, employees or contractors of Grantee.
6. **NO DEDICATION.** Nothing contained in this Easement shall be deemed to create a gift or be deemed a dedication of any portion of the Easement Land to the general public or for any public use or purpose whatsoever, if being the intention of the parties that nothing in this Easement, expressed or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Easement.

7. **SEVERABILITY.** If any term or provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Easement or the application of such terms or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by law.

8. **INDEMNIFICATION OF THE PARTIES.** The parties shall indemnify and hold each other harmless from and against any and all claims, liens, demands, losses, liabilities, costs (including attorney's fees), or expenses of any kind arising from the parties, their members, tenants, agents, employees, and invitees use of the Easement Lands in connection with the parties' exercise of their rights under this Easement.

(Signatures to follow)
IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Witnesses:

(Sign on this line)

Hollie Parks

(Print name legibly on this line)

Hollie Parks

(Sign on this line)

Candy Lambeth

(Print name legibly on this line)

Grantor: HSC NSB, LLC

(By: Haynes Snider)

Its:

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ]
online notarization, this 25th day of June, 2020, by Haynes Snider, Member of HSC NSB, LLC, to me personally known, who did take an oath.

Notary Public, State of ALABAMA
My Commission Expires: 10/31/21
Signed, Sealed and Delivered in Our Presence:

Grantee: UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FL

Witnesses:

(Sign on this line)

ALINA DAWSON
(Print name legibly on this line)

(Jsign on this line)

JING FEI RONG Ho
(Print name legibly on this line)

By: Julie Couillard

Its: Director of Engineering

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 6 day of July, 2020, by Julie Couillard, as Director of Engineering of Utilities Commission, City of New Smyrna Beach, FL, to me personally known or who has provided the following identification, who did take an oath.

Notary Public, State of Florida:
My Commission Expires: 6/6/2023

MELISSA COX
MY COMMISSION # 0G3264
EXPIRES: June 06, 2023
EXHIBIT A
(GRANTOR'S PROPERTY)
EXHIBIT B
(EASEMENT LANDS)

HSC UTILITY EASEMENT DESCRIPTION:
COMMENCING AT A POINT ON THE NORTHWEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK,Recorded in Plat Book 19, Page 282, of the Public Records of Volusia County, Florida;
THENCE EASTERLY 45° TO A POINT MARKED BY A FLORIDA D.O.T. CAPPED IRON ROD (REBAR);
THENCE SOUTH 64°31'33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR);
THENCE SOUTH 01°30'28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR);
THENCE SOUTH 29°45'11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR);
THENCE NORTH 58°51'36" EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 26°19'05" EAST A DISTANCE OF 81.98 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 26°19'05" EAST A DISTANCE OF 129.31 FEET TO A POINT;
THENCE NORTH 58°48'50" EAST A DISTANCE OF 20.07 FEET TO A POINT;
THENCE NORTH 26°19'05" WEST A DISTANCE OF 129.31 FEET TO A POINT; THENCE SOUTH 58°48'50" WEST A DISTANCE OF 20.07 FEET TO THE POINT OF BEGINNING.
Special Warranty Deed

This Special Warranty Deed made this --- day of ---, 2020 between HSC NSB, LLC, an Alabama limited liability company whose post office address is 805 Trione Avenue, Daphne, AL 36526, grantor, and Utilities Commission, City of New Smyrna Beach, Florida whose post office address is 200 Canal Street, New Smyrna Beach, FL 32168, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

See Exhibit "A" attached hereto and made part hereof

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

HSC NSB/LLC
By: [Signature]

Witness Name: [Signature]

Witness Name: [Signature]

[Signature]
State of ALABAMA
County of BALDWIN

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 25 day of June, 2020 by "Haynes Smelker" Member of HSC NSB, LLC, on behalf of the company, who [X] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

CASEY MARTIN
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Notary Public
Printed Name: Casey Martin
My Commission Expires: 10/31/21
PUMP STATION DEDICATION TO THE UTILITIES COMMISSION OF NEW SMYRNA BEACH; COMMENCING AT A POINT ON THE NORTHWEST CORNER OF LOT 8 AS SHOWN ON THE PLAT OF KENNEDY PARK, RECORDED IN PLAT BOOK 19, PAGE 282, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY 45' TO A POINT MARKED BY A FLORIDA D.O.T. CAPPED IRON ROD (REBAR); THENCE SOUTH 64°31'33" WEST A DISTANCE OF 27.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01°30'28" EAST A DISTANCE OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29°45'11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29°19'05" EAST A DISTANCE OF 81.72' TO A POINT, THENCE SOUTH 29°46'38" EAST A DISTANCE OF 168.69 FEET TO THE POINT OF BEGINNING, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 58°48'50" EAST A DISTANCE OF 72.70 FEET TO A POINT; THENCE NORTH 29°54'50" WEST A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 58°48'50" WEST A DISTANCE OF 70.19 FEET TO A POINT; THENCE SOUTH 26°18'59" EAST A DISTANCE OF 40.13 FEET TO THE POINT OF BEGINNING CONTAINING 2857 SQUARE FEET (0.07 ACRES), MORE OR LESS.
UTILITY EASEMENT

THIS UTILITY EASEMENT (the "Easement") is made this 29th of May 2020, by and among RAJESH K. AILANI (the "Grantor"), having a mailing address of 1055 North Dixie Freeway, Suite 1, New Smyrna Beach, Florida 32168, and the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH (the "Grantee"), having a mailing address of 200 Canal Street, New Smyrna Beach, FL 32168.

WHEREAS, Grantor is the fee simple owner of that certain real estate parcel located in Volusia County, Florida, as more particularly described in Exhibit A attached hereto (the "Grantor’s Property"); and,

WHEREAS, Grantor desires to convey to Grantee a perpetual non-exclusive easement, the right of ingress and egress and right-of-way over a portion of Grantor’s Property as more particularly described in Exhibit B attached hereto ("Easement Lands"), for the purposes of installing, constructing, operating, operation and inspection, relocating, replacing, maintaining and repairing, from time to time, above and underground utility system, including but not specifically limited to: potable water, reclaimed water, wastewater (sanitary sewer) collection system, electric, telecommunication line, and fiber optic along with associated conduits or pipes; and the right to transmit and convey utilities which easement shall run with the land for the benefit of the Grantee, its respective successors and assigns. Grantee, by acceptance of this Easement, has agreed to be bound by all terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. GRANT OF UTILITY EASEMENT; MAINTENANCE OF UTILITIES. Grantor hereby grants to Grantee, its successors, assigns, and grantees, a non-exclusive perpetual easement across, over, upon and under the Easement Lands for the purposes of installing, constructing, operating, operation and inspection, relocating, replacing, maintaining and repairing, from time to time, above and underground utility system, including but not specifically limited to: potable water, reclaimed water, wastewater (sanitary sewer) collection system, electric, telecommunication line, and fiber optic along with associated conduits or pipes; and the right to transmit and convey utilities (collectively, the "Utility Facilities") for use in connection therewith, together with the right of ingress and egress to and from the Utility Facilities over and along the Easement Lands (together, the "Utility Easement").

2. REPRESENTATION AND WARRANTY. Grantor hereby represents and warrants to Grantee that (i) Grantor is lawfully seized of the Easement Land, (ii) the same is either (a) unencumbered by a mortgage or other lien (excluding lien(s) for ad valorem taxes not yet due and payable), or (b) encumbered only by a mortgage, as to which the mortgagee has executed a joinder
and consent to this Easement and the rights granted hereunder, and (iii) Grantor has the right, power and authority to enter into this Easement and grant the Utility Easement herein.

3. **RESERVATION BY GRANTOR/NONEXCLUSIVE USE.** Notwithstanding the rights and easements granted by Grantor under this Easement, Grantor specifically reserves the right to use the Easement Lands for any lawful purposes, however, Grantor shall not build, construct, install or permit to be built, constructed or installed, any improvements, structures, fences, foliage or vegetation, or other improvements of any nature or description on, upon, over or across the Easement Lands which would materially inhibit or impair the use of the Easement Lands by Grantee for utility purposes. However, Grantor, its successors and/or assigns, may install any structure or object, including, but not limited to, fences, gates, signs, trees or poles, foliage or vegetation, which will not materially inhibit or impair the use of the Easement Lands by Grantee for utility purposes within the Easement Lands after Grantor shall obtain written approval from Grantee of such encroachment. In consideration of Grantee’s consent to an encroachment, Grantor, its successors and/or assigns, shall agree to indemnify and hold Grantee harmless from and against all liabilities or damages which may be imposed upon or asserted against Grantee as a result of or in any way connected to an encroachment approved by Grantee. In the case of an emergency needed repair, removal or replacement, in the event Grantee determines that it is necessary to construct, maintain, repair, remove or replace any of its Utility Facilities located under, over or upon the Easement Lands, the Grantor, its successors and/or assigns, of the portion of the Property affected shall immediately remove the encroachment from the Easement Lands upon the request of Grantee at Grantor, its successors and/or assigns’ sole cost and expense. If Grantor, its successors and/or assigns fail to remove the encroachment, Grantee shall have the right to remove the encroachment from the Easement Lands, Grantor, its successors and/or assigns shall pay all costs incurred by Grantee related to removing the encroachment from the Easement Lands. The Grantee, and its contractors, agents, and employees, shall have the right to trim or cut trees, shrubbery or vegetation, and roots that may endanger or interfere with the Utility Facilities and shall have free access to the Utility Facilities and every part of it at all times, for the purpose of exercising the rights herein granted.

4. **ENFORCEMENT: ATTORNEYS FEES.** In the event of a failure of any party or parties to perform any of its obligations contained in this Easement, any party or parties affected by this instrument shall be entitled to institute proceedings for full and adequate relief from the consequences of such default, including but not limited to injunctive relief. In the event an action is instituted pursuant to Paragraph 3, the non-prevailing party or parties shall pay the reasonable attorney’s fees and expenses of the prevailing party or parties.

5. **BINDING EFFECT; MODIFICATION.** This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Easement and the terms and provisions hereof shall be deemed covenants running with the land for all purposes and may be amended or modified only by an instrument in recordable form, executed by all of the parties hereto. Without limiting the foregoing, Grantor acknowledge that Grantee’s rights under this Easement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee’s Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consent to Grantee’s assignment of all of its right, title and interest and its delegation of all of its obligations created under this Easement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. The term “Grantee” shall also mean any successors, assigns, employees or contractors of Grantee.
6. **NO DEDICATION.** Nothing contained in this Easement shall be deemed to create a
gift or be deemed a dedication of any portion of the Easement Land to the general public or for any
public use or purpose whatsoever, it being the intention of the parties that nothing in this Easement,
expressed or implied, shall confer upon any person, other than the parties hereto and their respective
successors and assigns, any rights or remedies under or by reason of this Easement.

7. **SEVERABILITY.** If any term or provision of this Easement or the application thereof
to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of
this Easement or the application of such terms or provision to persons or circumstances other than
those as to which it is invalid or unenforceable shall not be affected thereby, and each term or
provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by
law.

8. **INDEMNIFICATION OF THE PARTIES.** The parties shall indemnify and hold
each other harmless from and against any and all claims, liens, demands, losses, liabilities, costs
(including attorney's fees), or expenses of any kind arising from the parties, their members, tenants,
agents, employees, and invitees use of the Easement Lands in connection with the parties' exercise
of their rights under this Easement.

(Signatures to follow)
IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Witnesses:

(Sign on this line)

(Print name legibly on this line)

(Sign on this line)

(Print name legibly on this line)

Grantor: RAJESH K. AILANI

(Sign on this line)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 1st day of May, 2020, by Rajesh K. Ailani, to me personally known or who has provided the following identification, __________________________, who did take an oath.

ALICIA LYNN WALBORN
Notary Public, State of
My Commission Expires: March 12, 2021
Bonded through National Notary Assn.
Signed, Sealed and Delivered in Our Presence:

Grantee: UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FL

Witnesses:

(Sign on this line)

(ALINA DAWSON)
(Print name legibly on this line)

(Sign on this line)

(JING FENG HO)
(Print name legibly on this line)

By: Julie Couillard

Its: Director of Engineering

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [✓] physical presence or [ ]
online notarization, this 6th day of May, 2020, by Julie Couillard, as Director of Engineering of
Utilities Commission, City of New Smyrna Beach, FL, to me personally known or who has
provided the following identification,

Notary Public, State of
My Commission Expires: 06/06/2023

MELISSA COX
MY COMMISSION # GG42464
EXPIRES: June 06, 2023
EXHIBIT A
(GRANTOR'S PROPERTY)
AILANI UTILITY EASEMENT DESCRIPTION:
COMMENCING AT A POINT ON THE NORTHWEST CORNER OF LOT B AS SHOWN ON THE PLAT OF
KENNEDY PARK,Recorded in Plat Book 19, Page 282, OF THE PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA; THENCE EASTERNLY 45’ TO A POINT MARKED BY A FLORIDA D.O.T.
CAPPED IRON ROD (REBAR); THENCE SOUTH 64°31’33" WEST A DISTANCE OF 27.53 FEET TO A
POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 01°30’28" EAST A DISTANCE
OF 25.73 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH
29°45’11" EAST A DISTANCE OF 672.02 FEET TO A POINT MARKED BY A CAPPED IRON ROD
(REBAR); THENCE NORTH 58°51’36" EAST A DISTANCE OF 15.00 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 58°51’36" EAST A DISTANCE OF 107.34_FEET TO A POINT MARKED
BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 29°47’07" EAST A DISTANCE OF 10.00 FEET
TO A POINT; THENCE SOUTH 58°51’36" WEST A DISTANCE OF 87.88 FEET TO A POINT;
THENCE SOUTH 26°19’05" EAST A DISTANCE OF 71.93 FEET TO A POINT; THENCE SOUTH
58°48’50" WEST A DISTANCE OF 20.07 FEET TO A POINT; THENCE NORTH 26°19’05" WEST A
DISTANCE OF 81.98 TO THE POINT OF BEGINNING.
UTILITY EASEMENT

THIS UTILITY EASEMENT (the "Easement") is made this 6th of July, 2020, by and among BEACON RESIDENCES, LLC, an Alabama limited liability company (the "Grantor"), having a mailing address of 500 Office Park Drive, Suite 215, Birmingham, Alabama 35223, and the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH (the "Grantee"), having a mailing address of 200 Canal Street, New Smyrna Beach, FL 32168.

WHEREAS, Grantor is the fee simple owner of that certain real estate parcel located in Volusia County, Florida, as more particularly described in Exhibit A attached hereto (the "Grantor's Property"); and,

WHEREAS, Grantor desires to convey to Grantee a perpetual non-exclusive easement, the right of ingress and egress and right-of-way over a portion of Grantor’s Property as more particularly described in Exhibit B attached hereto ("Easement Lands"), for the purposes of installing, constructing, operating, operation and inspection, relocating, replacing, maintaining and repairing, from time to time, above and underground utility system, including but not specifically limited to: potable water, reclaimed water, wastewater (sanitary sewer) collection system, electric, telecommunication line, and fiber optic along with associated conduits or pipes; and the right to transmit and convey utilities which easement shall run with the land for the benefit of the Grantee, its respective successors and assigns. Grantee, by acceptance of this Easement, has agreed to be bound by all terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. GRANT OF UTILITY EASEMENT; MAINTENANCE OF UTILITIES. Grantor hereby grants to Grantee, its successors, assigns, and grantees, a non-exclusive perpetual easement across, over, upon and under the Easement Lands for the purposes of installing, constructing, operating, operation and inspection, relocating, replacing, maintaining and repairing, from time to time, above and underground utility system, including but not specifically limited to: potable water, reclaimed water, wastewater (sanitary sewer) collection system, electric, telecommunication line, and fiber optic along with associated conduits or pipes; and the right to transmit and convey utilities (collectively, the "Utility Facilities") for use in connection therewith, together with the right of ingress and egress to and from the Utility Facilities over and along the Easement Lands (together, the "Utility Easement").

2. REPRESENTATION AND WARRANTY. Grantor hereby represents and warrants to Grantee that (i) Grantor is lawfully seized of the Easement Land, (ii) the same is either (a) unencumbered by a mortgage or other lien (excluding lien(s) for ad valorem taxes not yet due and payable), or (b) encumbered only by a mortgage, as to which the mortgagee has executed a joinder
and consent to this Easement and the rights granted hereunder, and (iii) Grantor has the right, power and authority to enter into this Easement and grant the Utility Easement herein.

3. **RESERVATION BY GRANTOR/NONEXCLUSIVE USE.** Notwithstanding the rights and easements granted by Grantor under this Easement, Grantor specifically reserves the right to use the Easement Lands for any lawful purposes, however, Grantor shall not build, construct, install or permit to be built, constructed or installed, any improvements, structures, fences, foliage or vegetation, or other improvements of any nature or description on, upon, over or across the Easement Lands which would materially inhibit or impair the use of the Easement Lands by Grantee for utility purposes. However, Grantor, its successors and/or assigns, may install any structure or object, including, but not limited to, parking, drive and other paved areas, sidewalks, fences, gates, signs, trees or poles, foliage or vegetation, which will not materially inhibit or impair the use of the Easement Lands by Grantee for utility purposes within the Easement Lands after, or on the Easement Lands, the Grantor, its successors and/or assigns, shall immediately remove the encroachment from the Easement Lands upon the request of Grantee at Grantor, its successors and/or assigns' sole cost and expense. If Grantor, its successors and/or assigns fail to remove the encroachment, Grantee shall have the right to remove the encroachment from the Easement Lands, Grantor, its successors and/or assigns shall pay all costs incurred by Grantee related to removing the encroachment from the Easement Lands. The Grantee, and its contractors, agents, and employees, shall have the right to trim or cut trees, shrubbery or vegetation, and roots that may endanger or interfere with the Utility Facilities and shall have free access to the Utility Facilities and every part of it at all times, for the purpose of exercising the rights herein granted. Notwithstanding the foregoing, Grantee shall be responsible for all relevant costs and expenses for any damage to the property and repairs, including, but not limited to, landscaping, asphalt, and concrete, caused by the Grantee or its designees, in the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of the Utility Facilities.

4. **ENFORCEMENT; ATTORNEYS FEES.** In the event of a failure of any party or parties to perform any of its obligations contained in this Easement, any party or parties affected by this instrument shall be entitled to institute proceedings for full and adequate relief from the consequences of such default, including but not limited to, injunctive relief. In the event an action is instituted pursuant to Paragraph 3, the non-prevailing party or parties shall pay the reasonable attorney's fees and expenses of the prevailing party or parties.

5. **BINDING EFFECT; MODIFICATION.** This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Easement and the terms and provisions hereof shall be deemed covenants running with the land for all purposes and may be amended or modified only by an instrument in recordable form, executed by all of the parties hereto. Without limiting the foregoing, Grantor acknowledge that Grantee's rights under this Easement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and
that Grantor hereby consent to Grantee’s assignment of all of its right, title and interest and its delegation of all of its obligations created under this Easement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. The term “Grantee” shall also mean any successors, assigns, employees or contractors of Grantee.

6. NO DEDICATION. Nothing contained in this Easement shall be deemed to create a gift or be deemed a dedication of any portion of the Easement Land to the general public or for any public use or purpose whatsoever, it being the intention of the parties that nothing in this Easement, expressed or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Easement.

7. SEVERABILITY. If any term or provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Easement or the application of such terms or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by law.

8. INDEMNIFICATION OF THE PARTIES. The parties shall indemnify and hold each other harmless from and against any and all claims, liens, demands, losses, liabilities, costs (including attorney’s fees), or expenses of any kind arising from the parties, their members, tenants, agents, employees, and invitees use of the Easement Lands in connection with the parties’ exercise of their rights under this Easement.

(Signatures to follow)
IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Witnesses as to both:

[Signature]
(Sign on this line)

[Signature]
(Sign on this line)

[Signature]
(Sign on this line)

[Signature]
(Sign on this line)

Grantor:
BEACON RESIDENCES, LLC, an Alabama limited liability company

By: Crest Beacon, LLC, an Alabama limited liability company;
its Manager

[Signature]
(Sign on this line)

[Signature]
(Sign on this line)

By: Matthew E. Benak, Manager

[Signature]
(Sign on this line)

By: David A. O'Brien, Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 1st day of July 2020, by Matthew E. Benak, as a Manager of Crest Beacon, LLC, an Alabama limited liability company, in its capacity as a Manager of BEACON RESIDENCES, LLC, an Alabama limited liability company, on behalf of said limited liability companies, who (✓) is personally known to me or (☐) produced a driver's license as identification.

[SEAL]

Notary Public

[Signature]
Houston Caswell Smith
(print name)
Notary Public, State of Alabama
My Commission Expires: February 4, 2024

[Notary acknowledgments continue on next page]
STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 1st day of July 2020, by David A. O'Brien, as a Manager of Crest Beacon, LLC, an Alabama limited liability company, in its capacity as a Manager of BEACON RESIDENCES, LLC, an Alabama limited liability company, on behalf of said limited liability companies, who (✓) is personally known to me or (__) produced a driver's license as identification.

[SEAL]

HOUSTON CASWELL SMITH
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 04, 2024

Houston Caswell Smith
Notary Public
(print name)
Notary Public, State of Alabama
My Commission Expires: February 4, 2024
Signed, Sealed and Delivered in Our Presence:

Grantee: UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FL

Witnesses:

(Sign on this line)

(James Tiffany)

(Print name legibly on this line)

(Sign on this line)

(Jing Feng Ho)

(Print name legibly on this line)

By: Julie Couillard

Its: Director of Engineering

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of July, 2020, by Julie Couillard, P.E., as Director of Engineering of Utilities Commission, City of NSB, to me personally known or who has provided the following identification, who did take an oath.

Melissa Cox
Notary Public, State of Florida
My Commission Expires: 06/06/2023
EXHIBIT A
(Grantor’s Property)

(PER OFFICIAL RECORDS BOOK 3159, PAGE 93, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA)

Lots One (1), Two (2), Three (3) and Four (4) of the Tax Assessor’s Plat of the “Coe Homestead”, being the unsold portion of the said homestead described in the United States Patent to Deborah L. Coe, widow of WM. H. Coe (dated August 13, 1883, as the SW 1/4 of Section 23, Township 17 South, Range 33 East, said Assessor’s Subdivision being recorded in Map Book 3, Page 71, Public Records of Volusia County, Florida, lying westerly of Glencoe Road and southerly of the right-of-way of State Road 44;

Less and except the following described real property: Commence at the SE corner of Lot 2, Assessor’s subdivision of Coe Homestead, as recorded in Map Book 3, Page 71, of the Public Records of Volusia County, Florida; thence S 88° 45’ W 49 feet for the point of beginning; thence N 10° 29’ W 201 ft; thence S 79° 31’ W 434.4 ft; thence S 10° 29’ E 131.6 ft; thence N 88° 35’ E 439.9 feet to the point of beginning, all being in said Lot 2 of Coe Homestead.

Less and except Commence at the southeast corner of Lot 2, Assessor’s subdivision of the Coe Homestead as recorded in Map Book 3, Page 71, Public Records of Volusia County, Florida; thence N 13° 00’ W, 404.2 feet; thence S 88° 35’ W, 25 feet for the point of beginning thence south 10° 29’ E 200 feet; thence N 79° 31’ E 434.4 feet, thence N 10° 29’ W 200 feet to the point of beginning, all being in said Lot 2 of Coe Homestead.

Less and except Commence at the southeast corner of Lot 2, Assessor’s subdivision of Coe Homestead, as recorded in Map Book 3, Page 71 of the Public Records of Volusia County, Florida; thence S 88° 35’ W 49 feet; thence N 10° 29’ W 401 feet to the point of beginning; thence continue N 10° 29’ W 343 feet; thence S 79° 31’ W 434.4 Feet; thence S 10° 29’ E 343 Feet; thence N 79° 31’ E 434.4 Feet to the point of beginning. Lying and being in Lot 1 and 2 said Coe Homestead. Containing 3.4 acres more or less.

Less and except the West 660 feet of the South 660 feet of Lot 4; and the West 200 feet of the North 660 feet of Lot 4, less right-of-way for Highway 44, all in assessor’s subdivision of the Coe Homestead being in the SW ¼ of Section 23, Township 17 South, Range 33 East according to Map thereof recorded in Map Book 3, Page 71 of the Public Records of Volusia County, Florida.

Being more particularly described as follows:

Being a part of Lots 1, 2, 3 and 4, westerly of Glencoe Road and southerly of State Road 44, Assessor’s subdivision of Coe Homestead,
EXHIBIT B
(EASEMENT LANDS)

[attached]
LEGAL DESCRIPTION:
A PART OF LOTS 1, 2, 3 AND 4, ASSESSOR'S SUBDIVISION OF COE HOMESTEAD, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 71, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSESSOR'S SUBDIVISION OF COE HOMESTEAD; THENCE RUN N88°25'56"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 773.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF GLENCOE ROAD, HAVING A 75.00 FOOT RIGHT-OF-WAY; THENCE S01°14'50"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 25.30 FEET TO A POINT ON A LINE LYING 25.00 FEET SOUTHLY OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 44; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN S18°45'56"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 15.18 FEET TO A POINT ON A LINE LYING 15.00 FEET WESTLY OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID GLENCOE ROAD; THENCE S01°14'50"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 505.12 FEET; THENCE DEPARTING SAID PARALLEL LINE, RUN N79°45'20"E, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID WEST RIGHT-OF-WAY LINE OF GLENCOE ROAD; THENCE S01°14'50"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 70.00 FEET TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3831, PAGE 1859, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S79°45'06"W, ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE LYING 40.00 FEET WESTLY OF AND PARALLEL WITH AFORESAID WEST RIGHT-OF-WAY OF GLENCOE ROAD; THENCE N10°14'54"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 323.73 FEET; THENCE DEPARTING SAID PARALLEL LINE, RUN S79°45'07"W, A DISTANCE OF 35.08 FEET; THENCE S01°14'54"E, A DISTANCE OF 237.77 FEET; THENCE S34°45'06"W, A DISTANCE OF 37.63 FEET; THENCE S79°45'06"W, A DISTANCE OF 5.27 FEET; THENCE S10°14'54"E, A DISTANCE OF 26.82 FEET; THENCE S79°45'06"W, A DISTANCE OF 10.00 FEET; THENCE N10°14'54"W, A DISTANCE OF 26.82 FEET; THENCE S79°45'06"W, A DISTANCE OF 82.65 FEET; THENCE S01°14'54"E, A DISTANCE OF 29.32 FEET; THENCE S79°45'06"W, A DISTANCE OF 31.90 FEET; THENCE N10°14'54"W, A DISTANCE OF 29.32 FEET; THENCE S79°45'06"W, A DISTANCE OF 82.64 FEET; THENCE S10°14'54"E, A DISTANCE OF 30.72 FEET; THENCE S79°45'06"W, A DISTANCE OF 32.07 FEET; THENCE N10°14'54"W, A DISTANCE OF 30.72 FEET; THENCE S79°45'06"W, A DISTANCE OF 82.55 FEET; THENCE S10°14'54"W, A DISTANCE OF 26.90 FEET; THENCE S79°45'06"W, A DISTANCE OF 10.00 FEET; THENCE N10°14'54"W, A DISTANCE OF 26.90 FEET; THENCE S79°45'06"W, A DISTANCE OF 7.06 FEET; THENCE S34°45'20"W, A DISTANCE OF 101.99 FEET; THENCE S82°53'05"W, A DISTANCE OF 15.06 FEET; THENCE S03°35'05"E, A DISTANCE OF 22.65 FEET; THENCE S11°30'54"E, A DISTANCE OF 207.35 FEET; THENCE N79°45'20"E, A DISTANCE OF 111.48 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7283, PAGE 3385, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S10°14'54"E, ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE, RUN S79°45'20"W, A DISTANCE OF 59.91 FEET; THENCE S10°14'54"E, A DISTANCE OF 109.80 FEET; THENCE N79°45'06"E, A DISTANCE OF 11.95 FEET; THENCE S10°14'54"E, A DISTANCE OF 18.93 FEET; THENCE S55°14'40"E, A DISTANCE OF 21.87 FEET; THENCE S10°14'54"E, A DISTANCE OF 204.64 FEET; THENCE S43°35'17"W, A DISTANCE OF 47.45 FEET; THENCE

CONTINUED ON SHEET 2 OF 11...

MARK DOWST & ASSOCIATES, INC.
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32114 PH: 386-258-7999

LEGEND AND ABBREVIATIONS:
AC = ACRE
CB = CHORD BEARING
CN = CHORD DISTANCE
CL = CENTER LINE
CM = CONCRETE MONUMENT
D.B. = DEED BOOK
L = ARCH LENGTH
LB = LICENSED BUSINESS
LDP = LESS OUT PARCEL
M.B. = MAP BOOK
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG = POINT OF CURVATURE
PPCC = POINT OF CONVOLUTE CURVATURE
PPG/S = PAGE/PAGES
PLS = PROFESSIONAL LAND SURVEYOR
POI = POINT OF BEGINNING
PRC = POINT OF REVERSE CURVATURE
R = TRAVERSE
R/W = RIGHT OF WAY
SEC = SECTION-TOWNSHIP-RANGE

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by
lee dowst
DN: c=US
ou=Unaffiliated,
ou=A01410C0000001
C4, cn=lee dowst
Date: 2020.06.10
08:30:39-04'00"

Kenneth R. Jones, P.L.S. No. 4914
Lee H. Dowst, P.L.S. No. 6660

This survey is not valid without the original signature and seal of a Florida licensed surveyor and mapper.
S88°34′17″W, A DISTANCE OF 144.58 FEET; THENCE S43°34′17″W, A DISTANCE OF 11.75 FEET; THENCE S09°10′04″E, A DISTANCE OF 21.38 FEET TO A POINT ON THE NORTH LINE OF LAKEMOUTH TERRACE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 51, PAGE 107, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°34′17″W, ALONG SAID NORTH LINE, A DISTANCE OF 15.14 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N08°10′04″W, A DISTANCE OF 26.78 FEET; THENCE N43°34′17″E, A DISTANCE OF 25.40 FEET; THENCE N88°34′17″E, A DISTANCE OF 144.58 FEET; THENCE N43°34′17″E, A DISTANCE OF 33.83 FEET; THENCE N10°14′40″W, A DISTANCE OF 190.82 FEET; THENCE N55°14′40″W, A DISTANCE OF 38.77 FEET; THENCE N10°14′40″W, A DISTANCE OF 111.03 FEET; THENCE N55°14′40″W, A DISTANCE OF 2.78 FEET; THENCE S79°45′20″W, A DISTANCE OF 92.62 FEET; THENCE N10°14′40″W, A DISTANCE OF 47.21 FEET; THENCE S79°45′11″W, A DISTANCE OF 11.59 FEET; THENCE N10°14′40″W, A DISTANCE OF 19.65 FEET; THENCE N79°45′20″E, A DISTANCE OF 11.59 FEET; THENCE N10°14′40″W, A DISTANCE OF 161.02 FEET; THENCE S81°39′26″W, A DISTANCE OF 85.14 FEET; THENCE S07°06′55″E, A DISTANCE OF 13.14 FEET; THENCE S82°53′05″W, A DISTANCE OF 10.00 FEET; THENCE N07°06′55″E, A DISTANCE OF 23.42 FEET; THENCE N82°53′05″W, A DISTANCE OF 1.53 FEET; THENCE N07°06′55″W, A DISTANCE OF 186.09 FEET; THENCE S82°53′05″W, A DISTANCE OF 27.63 FEET; THENCE N07°06′55″W, A DISTANCE OF 10.00 FEET; THENCE N82°53′05″E, A DISTANCE OF 31.03 FEET; THENCE N07°14′11″E, A DISTANCE OF 39.05 FEET; THENCE N06°02′58″W, A DISTANCE OF 30.84 FEET; THENCE N58°57′31″W, A DISTANCE OF 26.12 FEET; THENCE S82°53′05″W, A DISTANCE OF 19.44 FEET; THENCE N07°06′55″W, A DISTANCE OF 38.26 FEET; THENCE N82°53′05″E, A DISTANCE OF 18.20 FEET; THENCE N21°33′17″E, A DISTANCE OF 34.42 FEET; THENCE N09°49′15″W, A DISTANCE OF 55.51 FEET; THENCE S82°53′05″W, A DISTANCE OF 25.34 FEET; THENCE N07°06′55″W, A DISTANCE OF 10.00 FEET; THENCE N82°53′05″E, A DISTANCE OF 21.28 FEET; THENCE N07°06′55″W, A DISTANCE OF 41.56 FEET; THENCE S89°07′41″W, A DISTANCE OF 4.44 FEET; THENCE S25°24′34″W, A DISTANCE OF 101.52 FEET; THENCE S63°04′23″W, A DISTANCE OF 22.88 FEET; THENCE N85°26′45″W, A DISTANCE OF 69.32 FEET TO A POINT ON THE EAST LINE OF THE WEST 200.00 FEET OF AFORESAID LOT 4, PLAT OF ASSESSOR’S SUBDIVISION; THENCE N01°24′59″W, ALONG SAID EAST LINE, A DISTANCE OF 10.05 FEET; THENCE DEPARTING SAID EAST LINE, RUN N85°26′45″E, A DISTANCE OF 67.55 FEET; THENCE N83°04′23″E, A DISTANCE OF 18.65 FEET; THENCE N25°24′34″E, A DISTANCE OF 115.03 FEET; THENCE N54°41′24″W, A DISTANCE OF 3.97 FEET; THENCE N35°18′36″E, A DISTANCE OF 10.00 FEET; THENCE S5°41′24″E, A DISTANCE OF 19.51 FEET; THENCE N35°18′36″E, A DISTANCE OF 83.03 FEET; THENCE N5°41′24″W, A DISTANCE OF 30.73 FEET; THENCE N35°18′36″E, A DISTANCE OF 10.00 FEET; THENCE S5°41′24″E, A DISTANCE OF 30.73 FEET; THENCE N35°18′36″E, A DISTANCE OF 82.31 FEET; THENCE N02°37′40″W, A DISTANCE OF 26.14 FEET; THENCE N07°10′24″E, A DISTANCE OF 17.23 FEET TO A POINT ON A LINE LYING 15.00 FEET SOuthEry AND PARALLEL WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44; THENCE S88°36′17″W, ALONG SAID PARALLEL LINE, A DISTANCE OF 259.43 FEET TO A POINT ON AFORESAID EAST LINE OF THE WEST 200.00 FEET OF LOT 4; THENCE N01°24′59″W, ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

LESS OUT PARCEL 1

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSSESSOR’S SUBDIVISION OF COE HOMESTEAD; THENCE RUN N88°36′17″E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 290.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN S00°32′36″E, A DISTANCE OF 15.00 FEET TO A POINT ON A LINE LYING 15.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE AND TO THE POINT OF BEGINNING; THENCE S88°36′17″W, A DISTANCE OF 270.61 FEET; THENCE DEPARTING SAID PARALLEL LINE, RUN S01°23′43″E, A DISTANCE OF 34.03 FEET; THENCE S88°36′17″W, A DISTANCE OF 20.40 FEET; THENCE S01°23′43″E, A DISTANCE OF 27.32 FEET; THENCE S88°36′17″W, A DISTANCE OF 82.47 FEET; THENCE N01°23′43″W, A DISTANCE OF 29.20 FEET; THENCE S88°36′17″W, A DISTANCE OF 10.00 FEET; THENCE S01°23′43″E, A DISTANCE OF 29.20 FEET; THENCE S88°36′17″W, A DISTANCE OF 50.13 FEET; THENCE N01°23′43″W, A DISTANCE OF 29.70 FEET; THENCE S88°36′17″W, A DISTANCE OF 10.00 FEET; THENCE S01°23′43″E, A DISTANCE OF 29.70 FEET; THENCE S88°36′17″W, A DISTANCE OF 82.64 FEET; THENCE N01°23′43″W, A DISTANCE OF 27.32 FEET; THENCE S88°36′17″W, A DISTANCE OF 15.26 FEET; THENCE N00°52′36″W, A DISTANCE OF 34.03 FEET TO THE POINT OF BEGINNING.

CONTINUED ON SHEET 3 OF 11 ...
LESS OUT PARCEL 2

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor'S SUBDIVISION OF COE HOMESTEAD; THENCE RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 290.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN S00°52'36"E, A DISTANCE OF 101.36 FEET TO THE POINT OF BEGINNING; THENCE N88°36'17"E, A DISTANCE OF 98.18 FEET; THENCE S01°23'43"E, A DISTANCE OF 54.00 FEET; THENCE S88°36'17"W, A DISTANCE OF 98.67 FEET; THENCE N00°52'36"W, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING.

LESS OUT PARCEL 3

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor'S SUBDIVISION OF COE HOMESTEAD; THENCE RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 290.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN S00°52'36"E, A DISTANCE OF 101.36 FEET; THENCE S88°36'17"W, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE S00°52'36"E, A DISTANCE OF 54.00 FEET; THENCE S88°36'17"W, A DISTANCE OF 50.45 FEET; THENCE N01°23'43"W, A DISTANCE OF 15.41 FEET; THENCE N35°18'36"E, A DISTANCE OF 48.13 FEET; THENCE N88°36'17"E, A DISTANCE OF 22.17 FEET TO THE POINT OF BEGINNING.

LESS OUT PARCEL 4

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor'S SUBDIVISION OF COE HOMESTEAD; THENCE RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 290.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN S00°52'36"E, A DISTANCE OF 101.36 FEET; THENCE N88°36'17"W, A DISTANCE OF 108.18 FEET TO THE POINT OF BEGINNING; THENCE N88°36'17"E, A DISTANCE OF 49.15 FEET; THENCE S01°23'43"E, A DISTANCE OF 54.00 FEET; THENCE S88°36'17"W, A DISTANCE OF 49.15 FEET; THENCE N01°23'43"W, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING.

LESS OUT PARCEL 5

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor'S SUBDIVISION OF COE HOMESTEAD; THENCE RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 290.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN S00°52'36"E, A DISTANCE OF 101.36 FEET; THENCE N88°36'17"W, A DISTANCE OF 167.32 FEET TO THE POINT OF BEGINNING; THENCE N88°36'17"W, A DISTANCE OF 77.33 FEET; THENCE S05°21'03"E, A DISTANCE OF 54.38 FEET; THENCE S88°36'17"W, A DISTANCE OF 70.94 FEET; THENCE N01°23'43"W, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING.

LESS OUT PARCEL 6

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor'S SUBDIVISION OF COE HOMESTEAD; THENCE RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 663.88 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN S01°23'43"E, A DISTANCE OF 15.00 FEET TO A POINT ON A LINE LYING 15.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AND THE POINT OF BEGINNING; THENCE CONTINUE S01°23'43"E, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE LYING 25.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44; THENCE N88°36'17"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 15.46 FEET; THENCE S03°45'18"W, A DISTANCE OF 51.56 FEET; THENCE S88°36'17"W, A DISTANCE OF 104.06 FEET; THENCE N01°23'43"W, A DISTANCE OF 61.35 FEET TO A POINT ON A LINE LYING 15.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44; THENCE N88°36'17"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 93.22 FEET TO THE POINT OF BEGINNING.

CONTINUED ON SHEET 4 OF 11

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH OF DESCRIPTION
DRAW DATE: 05/26/20
SCALE: 1" = N/A
PROJECT # 1391
F.B./PG.: N/A
FIELD DATE: N/A
CREW: N/A
DRAWN BY: LAT
CHECKED BY: LHD
SHEET 3 OF 11
LESS OUT PARCEL 7

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor's SUBDIVISION OF COE HOMESTEAD; THEN RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 773.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF GLENCOE ROAD, HAVING A 75.00 FOOT RIGHT-OF-WAY; THENCE S10°11'40"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 25.30 FEET TO A POINT ON A LINE LYING 25.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 44; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN S88°36'17"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 40.48 FEET TO A POINT ON A LINE LYING 40.00 FEET WESTERLY OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID GLENCOE ROAD AND TO THE POINT OF BEGINNING; THENCE S10°11'40"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 191.31 FEET; THENCE DEPARTING SAID PARALLEL LINE, RUN S7°45'47"W, A DISTANCE OF 35.09 FEET; THENCE N10°14'54"W, A DISTANCE OF 50.96 FEET, THENCE N46°23'43"W, A DISTANCE OF 19.43 FEET; THENCE S88°36'17"W, A DISTANCE OF 137.64 FEET; THENCE N0°12'34"W, A DISTANCE OF 54.00 FEET; THENCE N88°36'17"E, A DISTANCE OF 115.06 FEET; THENCE N0°34'51"E, A DISTANCE OF 76.66 FEET TO A POINT ON A LINE LYING 25.00 FEET SOUTHERLY OF AND PARALLEL WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44; THENCE N88°36'17"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 42.69 FEET TO THE POINT OF BEGINNING.

LESS OUT PARCEL 8

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor's SUBDIVISION OF COE HOMESTEAD; THEN RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 773.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF GLENCOE ROAD, HAVING A 75.00 FOOT RIGHT-OF-WAY; THENCE S10°11'40"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 25.30 FEET TO A POINT ON A LINE LYING 25.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 44; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN S88°36'17"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 83.17 FEET; THENCE S0°34'51"W, A DISTANCE OF 76.66 FEET; THENCE S88°36'17"W, A DISTANCE OF 125.05 FEET TO THE POINT OF BEGINNING; THENCE S0°12'34"E, A DISTANCE OF 54.00 FEET; THENCE S88°36'17"W, A DISTANCE OF 24.66 FEET; THENCE N0°52°10'37"E, A DISTANCE OF 54.38 FEET; THENCE N88°36'17"E, A DISTANCE OF 18.47 FEET TO THE POINT OF BEGINNING.

LESS OUT PARCEL 9

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor's SUBDIVISION OF COE HOMESTEAD; THEN RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 773.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF GLENCOE ROAD, HAVING A 75.00 FOOT RIGHT-OF-WAY; THENCE S10°11'40"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 25.30 FEET TO A POINT ON A LINE LYING 25.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 44; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN S88°36'17"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 83.17 FEET; THENCE S0°34'51"W, A DISTANCE OF 76.66 FEET; THENCE S88°36'17"W, A DISTANCE OF 115.06 FEET; THENCE S0°12'34"E, A DISTANCE OF 54.00 FEET; THENCE S0°52°56"W, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING; THENCE N88°36'17"E, A DISTANCE OF 79.53 FEET; THENCE S0°21'38"E, A DISTANCE OF 13.92 FEET; THENCE S84°12'55"W, A DISTANCE OF 79.77 FEET; THENCE N0°12'34"E, A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

LESS OUT PARCEL 10

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A 185 FOOT RIGHT-OF-WAY AS NOW LAID OUT, AND THE EAST LINE OF THE WEST 200.00 FEET OF LOT 4, AFORESAID ASSessor's SUBDIVISION OF COE HOMESTEAD; THEN RUN N88°36'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 773.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF GLENCOE ROAD, HAVING A 75.00 FOOT RIGHT-OF-WAY; THENCE S10°11'40"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 308.56 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN S78°45'20"W, A DISTANCE OF 112.44 FEET TO THE POINT OF BEGINNING;

CONTINUED ON SHEET 5 OF 11...
THENCE S04°07'19"W, A DISTANCE OF 31.08 FEET; THENCE S11°04'14"E, A DISTANCE OF 7.85 FEET; THENCE S37°24'57"E, A DISTANCE OF 13.94 FEET; THENCE S16°12'04"E, A DISTANCE OF 66.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF 95°57'10", A CHORD BEARING OF S31°46'31"W AND A CHORD DISTANCE OF 19.31 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.77 FEET TO THE POINT OF TANGENCY; THENCE S79°45'06"W, A DISTANCE OF 125.69 FEET; THENCE S76°20'52"W, A DISTANCE OF 46.41 FEET; THENCE S80°12'43"W, A DISTANCE OF 96.35 FEET; THENCE S86°23'58"W, A DISTANCE OF 74.54 FEET; THENCE S37°39'49"W, A DISTANCE OF 113.96 FEET; THENCE S82°53'05"W, A DISTANCE OF 94.15 FEET; THENCE N52°06'55"W, A DISTANCE OF 7.59 FEET; THENCE N07°06'55"W, A DISTANCE OF 192.10 FEET; THENCE N82°53'05"E, A DISTANCE OF 32.42 FEET; THENCE N07°06'55"W, A DISTANCE OF 18.51 FEET; THENCE N83°33'30"E, A DISTANCE OF 19.22 FEET; THENCE N06°26'30"W, A DISTANCE OF 10.00 FEET; THENCE S83°33'30"W, A DISTANCE OF 51.78 FEET; THENCE N07°06'55"W, A DISTANCE OF 29.89 FEET; THENCE N82°53'05"E, A DISTANCE OF 9.91 FEET; THENCE N07°06'55"W, A DISTANCE OF 10.00 FEET; THENCE S82°53'05"W, A DISTANCE OF 9.91 FEET; THENCE N07°06'55"W, A DISTANCE OF 145.09 FEET; THENCE N03°18'36"E, A DISTANCE OF 53.84 FEET; THENCE N88°36'17"E, A DISTANCE OF 202.58 FEET; THENCE S01°23'38"E, A DISTANCE OF 9.85 FEET; THENCE N88°36'22"E, A DISTANCE OF 10.00 FEET; THENCE S01°23'38"E, A DISTANCE OF 9.85 FEET; THENCE N88°36'17"E, A DISTANCE OF 139.39 FEET; THENCE S01°23'38"E, A DISTANCE OF 21.15 FEET; THENCE S88°36'17"W, A DISTANCE OF 19.70 FEET; THENCE S01°23'43"E, A DISTANCE OF 10.00 FEET; THENCE N88°36'17"E, A DISTANCE OF 15.51 FEET; THENCE N84°12'55"E, A DISTANCE OF 94.00 FEET; THENCE S01°23'38"E, A DISTANCE OF 11.80 FEET; THENCE N88°36'22"E, A DISTANCE OF 20.55 FEET; THENCE N80°45'02"W, A DISTANCE OF 22.88 FEET; THENCE S09°00'34"E, A DISTANCE OF 120.18 FEET TO THE POINT OF BEGINNING.

SURVEY NOTES:
1. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AS BEING N88°36'17"E.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
4. IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY.
5. OVERALL PARCEL CONTAINS A TOTAL OF 147,323.2 SQUARE FEET OR 3.38 ACRES, MORE OR LESS.
MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby execute this instrument for the limited purpose of evidencing its consent to the granting of this Utility Easement across the lands herein described, and its agreement that its mortgage, which is recorded in Official Record Book 7654, Page 3504, of the Public Records of Volusia County, Florida shall be subordinated to this Utility Easement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 30th day of June, 2020.

WITNESSES:

Print name: Jann Veloz Torres

Print name: Dawn Hart

PROTECTIVE LIFE INSURANCE COMPANY, a Tennessee corporation

By: Laura Y. McDonald

Name: Laura Y. McDonald

Title: SVP

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 30th day of June, 2020, by Laura Y. McDonald, as Senior Vice President of PROTECTIVE LIFE INSURANCE COMPANY, a Tennessee corporation, who (X) is personally known to me or ( ) produced a driver’s license as identification.

Rebecca T. Carter
NOTARY PUBLIC - State of AL

Print Name: Rebecca T. Carter
Commission Expiration Date: 3/31/21
Notary Seal:
AGENDA ITEM 3-c

☑ CONSENT ITEM

☐ NEW BUSINESS

☐ OLD BUSINESS

☐ EXHIBITS:

SUBJECT: Renewal of Port Orange / UCNSB Interlocal Agreement for Potable Water and Reclaimed Water Interconnects

SUMMARY:
The Engineering Department is requesting approval to renew the Interlocal Agreement with the City of Port Orange for potable water and reclaimed water interconnects use between the two entities. This Agreement established operating protocols, billing rates, and an initial term of four (4) years and also provided for four additional four-year extension renewal options.

This Interlocal Agreement was established to provide each other with emergency or short-term capacity needs for potable and/or reclaimed water, under established and approved protocols. The current agreement was entered into on July 19, 2016 and is set to expire on July 18, 2020.

This renewal will be the first of the optional four (4) year extensions with the concurrence of both parties. The attached renewal agreement will begin on July 19, 2020 and is set to expire on July 18, 2024.

The Engineering and Water Resources Department staff, as well as the U.C.'s General Counsel, have reviewed this agreement and recommends approval as submitted.

FUNDING SOURCE(S) Port Orange Use (misc. income) - Acct. No. 000-020-421-002 and UCNSB use (expense) - Acct. No. 320-020-626-6209

RECOMMENDED ACTION:
A motion to approve the first Renewal of the Interlocal Agreement between the City of Port Orange and UCNSB for the use of potable and reclaimed water interconnects, and authorization for the General Manager-CEO or his designee to execute any associated documentation.

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.
RENEWAL AGREEMENT NO. 1

THIS RENEWAL AGREEMENT NO. 1 (“Agreement”) is made and entered into the day and year set forth hereinafter by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation (the “City”), and UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH FLORIDA, A FLORIDA MUNICIPAL CORPORATION (“Commission”). The City and the Commission are hereinafter collectively referred to as the “Parties.”

WHEREAS, the City and Commission, entered into a Interlocal Agreement dated July 19, 2016 for the facilitation and management of the Parties’ infrastructure for the purpose of exchange of potable and treated reclaimed water, with an initial four-year term commencing on July 19, 2016 and continuing until July 18, 2020 (“Interlocal”), which provides for additional four (4) year renewal periods, subject to mutual agreement of the Parties; and

WHEREAS, the Parties desire to exercise the first renewal of the Interlocal for a term commencing on July 19, 2020 and continuing until July 18, 2024, and

WHEREAS, the City of Port Orange has determined that the execution of this Agreement is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. Term. The term of the Interlocal is hereby renewed for an additional four (4) year period. Notwithstanding the date of execution, the Interlocal renewal shall commence on July 19, 2020 and continue until July 18, 2024.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Commission and the City until the City signs this Agreement.

4. All other terms and conditions of the Interlocal shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Signed, Sealed and Delivered in the presence of:

CITY OF PORT ORANGE

By: ______________________________________
    Donald O. Burnette, Mayor

Date: ________________________________

Attest: __________________________________
       Robin L. Fenwick, MMC, City Clerk

Date: ________________________________

Approved as to form and correctness:

By: ______________________________________
    Shannon K. Balmer, Assistant City Attorney
UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

By: ________________________________
Date: ____________________________

Attest: ____________________________
Date: ____________________________

Approved as to form and correctness:

By: ________________________________

COMMISSION ATTORNEY
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF PORT ORANGE, FLORIDA
AND
UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

This INTERLDCAL AGREEMENT is made this

jg__day of

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2016, by and between the UTILITIES

COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, a FiOrida m;iCfPal corporation (hereinafter referred to as
"COMMISSION") and the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation (hereinafter referred to as
"PORT ORANGE"), collectively referred to as the "Parties."
RECITALS
WHEREAS, the COMMISSION and PORT ORANGE operate water treatment systems that produce potable water and
sewage treatment systems that produce treated reclaimed water effluent, both which interconnect with each other's
like systems; and
WHEREAS, the COMMISSION and PORT ORANGE desire to establish an agreement under which potable and treated
reclaimed water can be exchanged; and,
WHEREAS, the COMMISSION and PORT ORANGE have established infrastructure which provides for an interconnect
capability for both systems and hereby enter into this agreement for the facilitation and management of those systems.
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:
1.

Incorporation of Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

2.

Conditions Precedent. The COMMISSION and PORT ORANGE affirm that no action, suit, proceeding, or other

official investigation is threatened, announced, or commenced by any person or federal, state, or local government
authority or agency, that seeks to enjoin or assess penalties or damages against, or obtain any judgment, order, or
consent decree with respect to either party in connection with their respective representations and obligations under
this Agreement.
3.

Representations of PORT ORANGE. PORT ORANGE makes the following representations to the COMMISSION:
a.

PORT ORANGE is duly organized and in good standing under the laws of the State of Florida, and is duly qualified
and authorized to carry out the governmental functions and operations set forth in this Agreement.

b.

PORT ORANGE has the power, authority, and legal right to enter into and perform the obligations set forth in
this Agreement, and the execution, delivery and performance hereof by PORT ORANGE has been duly
authorized by the City Council of the City of Port Orange, and does not constitute a default under, or result in
the creation of any lien, charge, encumbrance or security interest upon the assets of PORT ORANGE, except as


otherwise agreed to in writing by the Parties.

4. **Representations of the COMMISSION.** The COMMISSION makes the following representations to PORT ORANGE:

   a. The COMMISSION is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.
   
   b. The COMMISSION has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by the COMMISSION has been duly authorized by the Utilities Commission, City of New Smyrna Beach, and this agreement does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the COMMISSION, except as otherwise agreed to in writing by the Parties.

5. **Statutory Authority.** This Agreement shall be considered an Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes. A true and correct copy of this Agreement shall be filed with the Clerk of the Circuit Court in Volusia County.

6. **Effective Date; Service; Term of Agreement.**

   a. The effective date of this Agreement shall be the date of the signature of the last party to sign this Agreement (the "Effective Date").
   
   b. The necessary infrastructure for the interconnection of the potable and reclaimed water systems is complete. Likewise, a metering system is available for each to determine quantity and quality of flow. The potential for potable and reclaimed water transfer is current.
   
   c. The term of this Agreement shall be for a period beginning on the Effective Date and ending on the fourth (4th) anniversary of the Commencement Date. This Agreement may be renewed after the initial term or successive term for a term of four (4) years for each renewal. Each party shall give the other party written notice of its intent to renew six (6) months prior to the end of the current term. Either Party may cancel this agreement with six months prior notification.

7. **Distribution and Payment.**

   a. PORT ORANGE and the COMMISSION agree to transfer and accept excess treated potable water and excess treated reclaimed water effluent from each other pursuant to the terms and provisions found in Attachments "A" and "B" respectively. The parties agree that potable water transfer shall only occur for the purpose of emergency or short term capacity needs. In the event that a transfer between parties is required for regularly scheduled maintenance, the requesting party shall schedule with the providing party as soon as practicable to allow the provider to prepare for the transfer. As for this agreement, potable water excess means the unused portion of potable water that may be pumped from wells and processed, which is not stored in reservoirs, or similar facilities, that does not jeopardize the integrity of wells or exceed C.U.P.'s or any other permits.
   
   b. Nothing contained herein shall be construed to mean that PORT ORANGE or the COMMISSION must transfer any excess treated potable or reclaimed water at any other time.
c. The COMMISSION and PORT ORANGE agree that transfers of treated reclaimed water effluent and/or potable water to the Point of Connection shall be at the rates set forth in Attachments "A" and "B". However, no fee shall be charged, and no fee shall be paid, for the transfer of excess reclaimed water effluent and/or excess potable water transferred between the parties at the request of the transferor.


a. PORT ORANGE and the COMMISSION shall control actual reclaimed water transfer activities as well as monitoring conditions at their facilities. The Parties shall establish and maintain a mutually agreed upon operating protocol for compatibility and consistency of operations.

b. In order that potable water transfer occurs in a manner that will not adversely impact PORT ORANGE or the COMMISSION's potable water distribution system operations, telemetry monitoring and controls compatible with both parties systems will be provided at the point of system connection. The COMMISSION and PORT ORANGE shall have telemetric ability to initiate a potable water demand command and shall have the ability to monitor conditions of facilities at the point of connection. PORT ORANGE and the COMMISSION shall control actual potable water transfer activities as well as monitoring conditions at their facilities. The Parties shall establish and maintain a mutually agreed upon operating protocol for compatibility and consistency of operations.

c. All potable and reclaimed water exchanged between the parties shall meet the Department of Environmental Protection (DEP) quality standards established for potable water and public access irrigation.


a. Both parties hereto agree, to the extent allowed by law, that each will indemnify and hold harmless the other to the extent permitted by law from any and all liability, claims, damages, expenses, proceedings and causes of action of any kind and/or nature arising out of or connected with the management, control, use, operation; maintenance or repair of the potable and/or treated reclaimed water effluent distribution facilities provided for hereunder subject to Section 768.28, Florida Statutes. Each agree that it will, at its own expense, defend any and all actions, writs or proceedings which are brought against the other and which arise out of circumstances set out previously in this paragraph and it will satisfy, pay and discharge any and all judgments that may be entered against the other in any such actions or proceedings.

10. Notices. All notices required pursuant to this Agreement shall be in writing, and shall be delivered to the parties by United States mail, postage prepaid, or by email with verification of receipt, as follows:

PORT ORANGE Representative:
City of Port Orange
Public Utilities Director
1000 City Center Circle
Port Orange, FL 32127.

COMMISSION Representative:
Utilities Commission, City of New Smyrna Beach
Director of Water/Wastewater Operations
P.O. Box 100
New Smyrna Beach, FL 32170-0100
11. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement 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 of such holding, and such holding shall not affect the validity of the remaining portions hereof.

12. Attorney’s Fees. In the event of any litigation hereunder to enforce or construe the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney’s fees and court costs incurred in such action.

13. Entirety. This Agreement represents the entire understanding of the parties hereto. Any amendments shall be in writing and signed by both parties.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. Applicable Law. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. Venue for any suit involving this Agreement shall be in Volusia County, Florida.

16. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof; but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant obtained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective name, by their proper officers and their seals on the dates below stated.

Signed, Sealed and Delivered in the presence of:

CITY OF PORT ORANGE

By: [Signature]

Mayor Allen Green

Attest: [Signature]

Robin L. Fenwick, City Clerk

Approved as to form and correctness:

By: [Signature]

PORT ORANGE ATTORNEY

Matthew J. Jones, Deputy City Attorney
ATTACHMENT "A"
Potable Water Sharing Protocol

A. A dual metered interconnection currently exists between the COMMISSION and PORT ORANGE for the purpose of transferring potable water between the two parties. See Attachment “D” for location and configuration.

B. Each side of the metered interconnection includes:
   a. A check valve to maintain the direction of flow through the meter, and
   b. Two (2) isolation valves, one on each party’s side of the metered interconnection, and
   c. Telemetry and electric motor operated valves allow each entity remote control of this facility

C. The metered interconnection shall only be opened:
   a. At the request of the receiving party, and
   b. At the mutual agreement and consent of both parties, and
   c. With a designated representative of each party present to activate the valve on their side of the interconnection, or
   d. If an immediate need presents itself, and both parties agree, the interconnect could be more quickly energized remotely to avert system pressure loss in an emergency. A site visit later could still confirm all is operating as intended.

D. The metered interconnection may be closed at any time by request of either party, with proper notification of both parties. At no time will the metered interconnection be left open if the supplying party cannot meet the daily demand within its own potable water system.

E. The dual meters at the interconnection shall be read monthly by the COMMISSION and PORT ORANGE to determine the volume of potable water coming into the Port Orange System from the COMMISSION, as well as the volume withdrawn from the system by the COMMISSION from PORT ORANGE.

F. A monthly invoice of potable water delivered by the supplying entity will be sent to the user, based upon the supplying entity’s approved potable water rate (per thousand gallons) in effect at the time the service is provided. The current billable rate by PORT ORANGE to the COMMISSION is $4.24 per thousand gallons, and may be adjusted from time-to-time by the City Council of Port Orange. The current billable rate by the COMMISSION to PORT ORANGE is $1.54 per thousand gallons for usage up to and including 1,087,000 gallons per month, and $2.05 per thousand gallons for usage above this amount. Thirty days’ notice shall be provided by either party prior to any rate adjustment becoming effective.
G. Each party shall provide notice to the other party at least ten (10) days prior to any scheduled pipe cleaning involving the use of free chlorine or similar chemical cleansing agent(s).
ATIACHMENT "B"
Reclaimed Water Sharing Protocol

A. A single metered interconnection currently exists between the COMMISSION and PORT ORANGE for the purpose of transferring reclaimed water from the COMMISSION to PORT ORANGE. See Attachment “C” for location and configuration.

B. The metered interconnection includes:
   a. A check valve to maintain the direction of flow through the meter, and
   b. Two (2) isolation valves, one on each parties side of the metered interconnection.

C. The metered interconnection shall only be opened:
   a. At the request of the receiving party, and
   b. At the mutual agreement and consent of both parties, and
   c. The interconnection shall only be opened with a designated representative of each party present to activate the valve on their side of the interconnection.

D. The metered interconnection may be closed at any time by request of either party, with proper notification of both parties. At no time will the metered interconnection be left open if the supplying party cannot meet the daily demand within its own reclaimed water system.

E. The single meter at the interconnection shall be read monthly by the COMMISSION and PORT ORANGE to determine the volume of reclaimed water coming into the PORT ORANGE System from the COMMISSION. An invoice will be generated by the COMMISSION indicating the total amount of billable consumption by PORT ORANGE, and will be calculated at the Flow Charge Per KG for Major Users, as shown on the Rates, Charges and Fees Reclaimed Water Rate Schedule of the Utilities Commission; currently $.034 per thousand gallons. This rate may be adjusted from time-to-time by the Commission, and thirty (30) days’ notice shall be provided to PORT ORANGE prior to any rate change adjustment becoming effective.
ATTACHMENT "C"

Location of Meter

Vicinity Map

8" Valve (New Smyrna Beach)

8" 45° Bend

8" Reclaimed Main (New Smyrna Beach)

10" Reclaimed Main (Port Orange)

6" Back Flow Preventer

6" Meter (Port Orange)

8" HDPE

8" Reclaimed Main (New Smyrna Beach)

Meter Configuration
N.T.S
AGENDA ITEM  3-d

☑ CONSENT ITEM  FOR MEETING OF:  July 27, 2020

☐ NEW BUSINESS

☐ OLD BUSINESS

☐ EXHIBITS:  OSI Quote, Sole Source Letter, U.C. Sole Source Justification Form, Belcher Inc. Quotation, U.C. Sole Source Justification Form; and Associated Budget Sheets (4)

SIGNATURE:  Brandy Keehn  Timothy Beyrle

SUBJECT:  Project Approval - Remote Terminal Units (RTU's) Expansion and Enclosure Project

SUMMARY:

This Project supports the Smyrna Substation Expansion Project and Field Street Substation Capacitor Bank Installation, as well as providing improved communications for all four substations. The RTU's Expansion and Enclosure Project will include: 1. SCADA Upgrade: System Operations upgrade of SCADA/EMS system hardware and software, approaching end of vendor support. The upgrade requires extensive integration of proprietary software owned by OSI. 2. Analog to Ethernet: Currently phasing out all analog circuits at all substation locations and replacing with Ethernet.

The majority of the U.C.'s RTU assets were installed in the early to mid-1990's. The main driver for RTU replacements now is associated with the requirements for completion of the Smyrna Substation Expansion Project. The existing RTU at Smyrna Substation must be expanded to accommodate the new hardware and data point transfer. In addition, the RTU located at Field Street Substation will need replacement in association with 30 MVAR Capacitor Bank Installation - additional data points will be required. The existing RTU's at the remaining two substations use legacy protocol - receives and transmits data using analog technology. As part of this project, 2. Analog to Ethernet - all existing data circuits are in the process of being replaced by a leased fiber line. The existing RTU's need replacement as digital transmission is required to ensure continued communications with the substations, for monitoring and control.

The RTU Project includes a total of four (4) substation locations: Project #1: Expansion and Enclosure at Smyrna Substation $62,000.00; Project #2: RTU and Enclosure at Field Street Substation $60,000.00; Project #3: RTU and Enclosure at Airport Substation $55,000.00; and Project #4: RTU and Enclosure at Schoolway Substation $55,000.00. The RTU Expansion and Enclosure Project includes contracted hardware and labor from sole-source vendors based on the attached quotes/proposals from OSI* and Belcher Inc.**

*OSI uses proprietary software which qualifies as a sole-source vendor due to system integration and hardware/software configuration needs.
**Belcher Inc. is contracted for monthly support and maintenance, engineering services, operational support and mission-critical routing and switching network issues for IT / OT Operations.

FUNDING SOURCE(S)  W.O. Nos. 20-UE1021 (Smyrna); 20-UE1022 (Field); 20-UE1023 (Airport); and 20-UE1024 (Schoolway)

RECOMMENDED ACTION:

A motion to approve the Remote Terminal Units (RTU's) Expansion and Enclosure Project, as detailed above and in the attached, in a total amount of $232,000.00, utilizing Open Systems International, Inc. (OSI) and Belcher Inc., both sole source vendors, and authorization for the General Manager-CEO or his designee to execute any 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.
Quote To:
Utilities Commission, City of New Smyrna Beach  
350 Slatton St  
New Smyrna Beach FL 32168  
USA

Attention:
Tim Beyrle  
(386) 424-3160  
tbeyrle@ucnsb.org

OSI Sales Contact:
Name: TJ Kellner  
Phone: 763-404-4168  
Email: TJ.Kellner@osii.com

Date: 7/6/2020
Valid Until: 9/4/2020

Quote Description:
RTU Enclosures

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At OSI:

- Project Management and Coordination
- Project Engineering and Design
- RTU Cabinet Design
- RTU Test Procedures
- RTU Assembly and Factory Testing
- RTU External Wiring Drawing
- OSIRIS Configuration
- OpenFEP Configuration
- Hardware Packing
- System Documentation Updates

At NSB:

- Device Communications Checks and Field Corrections of RTU Point Mappings
- Limited Point-to-Point Testing and Point-to-Point Punchlist Resolution
- Commissioning Support and Commissioning Punchlist Resolution

**Project Implementation Subtotal:**

| | US$ | 43,520.00 |
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**Project #2 Total:**

| | US$ | 53,825.00 |
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### Project #3: OSIRIS RTU and Enclosure at Airport Substation

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**Project #4: OSIRIS RTU and Enclosure at Schoolway Substation**

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<td></td>
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<td>US$ 50,285.00</td>
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1. The quoted Projects, if multiple are accepted, will be tracked and implemented as one OSI project.

2. Quoted OSIRIS units in Project 1 support a total of 80 digital outputs, 160 digital inputs and 80 analog inputs.

3. Quoted OSIRIS units in Project 2 support a total of 56 digital outputs, 112 digital inputs and 56 analog inputs.

4. Quoted OSIRIS units in Project 3 support a total of 24 digital outputs, 48 digital inputs and 24 analog inputs.

5. Quoted OSIRIS units in Project 4 support a total of 24 digital outputs, 48 digital inputs and 24 analog inputs.

6. NSB is responsible for providing an environmentally controlled area for the quoted OSIRIS units and enclosures.

7. NSB is responsible for providing IP based communication to the RTU through Ethernet.

8. NSB is responsible for all Conduit and wiring control power to RTUs, and Labeling I/O.

9. Existing I/O wiring diagram will be provided by NSB.

10. OSI involvement with Point-to-point testing is limited to 10 points per RTU addition.

11. All field work, including but not limited to installation of the cabinet is the responsibility of NSB.

12. Quote excludes additional SCADA and FEP licensing (i.e. RTU, Analog Points, etc.).

13. It is assumed NSB will provide all third party hardware, software (such as backup/archival software), licensing, and configuration not specifically mentioned in this quote.

14. NSB will have dedicated personnel assigned to assist in the installation and implementation effort.

15. NSB will provide all relevant system information required for the work as needed (i.e. databases, displays, networking information, etc.).

16. If required, NSB will handle any custom display and database work, and will test and verify all external links and interfaces.

17. NSB will provide high-speed remote access to server and console hardware if needed (VPN, Remote Desktop Connection, etc.). Dial-up modem connections are insufficient.

18. All quoted hardware is provided with standard OEM warranties.

19. Project scope changes instigated by NSB (e.g. hardware quoted above being procured by NSB, etc.) may impact the project schedule.
Standard Terms and Conditions

1. All quoted prices are in US Dollars ($), unless otherwise stated.
2. Travel and associated administrative costs are not included in this quote, and will be billed as incurred, unless otherwise stated.
3. Customer shall pay all applicable shipping and tariffs, unless otherwise stated.
4. Quoted price does not include applicable taxes, unless otherwise stated.
5. OSI will schedule all work upon receipt of the Customer’s written acceptance, subject to OSI’s resource availability.
6. Training, if applicable, will be provided at OSI’s facility, unless otherwise stated.
7. Training Units may be used for up to 18 months from the date of purchase; any remaining unused Units will expire thereafter. One Training Unit is equivalent to one student attending one day of instruction for OSI University courses in Minneapolis (including Web-U courses).
8. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer’s failure to do so in a timely manner.
9. Customer will have dedicated personnel available to assist OSI in the work, unless otherwise stated.
10. All third-party hardware purchased as part of this quote carries a standard OEM warranty, unless otherwise stated. All OSI hardware purchased as part of this quote carries a one-year warranty against defects from date of delivery, unless otherwise stated.
11. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third-party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
12. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
13. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI’s installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
14. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
15. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
16. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
17. Customer Furnished Hardware and Software: Customer shall provide all required third-party equipment and software (“CFE”) for the Project except for the OSI-provided equipment identified in this quote. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
18. Export Controls:
18.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is it listed on the United States Department of Commerce Table of Denial Orders.
18.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
18.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
18.4. The requirements of 18.2 and 18.3 above apply to all Product(s) purchased or licensed to Customer from OSI, whether included in this quote or purchased or licensed previously.

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.
November 21, 2019

VIA E Mail: dsimmons@ucnsb.org

Debbie Simmons  
Executive Services Manager  
Utilities Commission, City of New Smyrna Beach  
200 Canal Street  
New Smyrna Beach, FL 32168

RE: Certification of Unique Service Capabilities

Dear Ms. Simmons:

I am the Director of Contracts and Legal for Open Systems International, Inc. (“OSI”) and as such your request for sole source information has been referred to me.

OSI hereby certifies, represents and agrees as follows:

1) OSI is the original developer, sole producer and provider of all monarch™ products and related services and owns all rights, title and interests in the monarch products. There are no regional distributors.

2) No other party is able or authorized by OSI to provide specific services in relation to our proprietary monarch software as this is only produced and maintained by OSI. OSI’s services are the only known service which will satisfy the specialized needs to upgrade the monarch software and New Smyrna Beach’s system utilizing same.

3) The software upgrade services are required from OSI to permit the standardization and optimal performance of the New Smyrna Beach’s system utilizing OSI’s proprietary monarch software.

4) New Smyrna Beach is receiving a fair price comparable to that offered to our entire customer base with equivalent volume of software and support purchased.

If you have any questions, please feel free to contact me at (763) 551-0559.

Best regards,

Ken Hall  
Director of Contracts and Legal
Utilities Commission
City of New Smyrna Beach, Florida

SOLE SOURCE JUSTIFICATION

Approval No.: ________________
By: ________________ (Materials Manager)

Vendor Name: Open Systems International Inc. (OSI)
Address: 4101 Arrowhead Drive, Medina MN 55340-9649
Telephone No.: Phone: (763) 551-0559 Fax: (763)-404-4007
Email: info@osii.com http://www.osii.com/

SERVICE/COMMODITY: (General Description): Scada Platform Upgrade - OSI

SOLE SOURCE JUSTIFICATION
1. __X__ Parts/Equipment can only be obtained from original manufacturer – not available through distributors.
2. __X__ Only area distributor of the original manufacturer.
3. _____ 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. _____ Other. Furnish explanation below.

Explanation/Comments:
Upgrading the existing SCADA platform will require extensive integration of proprietary software owned by OSI which will qualify considered a sole-source vendor due to system integration and hardware/software configuration needs.

1) OSI is the sole producer and provider of all monarch products and related services and owns all rights, title and interests in the monarch products.

2) 2) No other party is able or authorized by OSI to provide specific services in relation to our proprietary monarch software as this is only produced and maintained by OSI.

Requisitioner: ________________ Date: 11.17.2019
(Signature)

Director of Department: ________________ Date: 11.17.2019
(Signature)
Estimate

ADDRESS
Utilities Commission
Utilities Commission of New Smyrna Beach
200 Canal Street
New Smyrna Beach, FL 32168

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OSI Project 5 day project

TOTAL

$10,165.00

Accepted By

Accepted Date
## Estimate

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Utilities Commission  
Utilities Commission of New Smyrna Beach  
200 Canal Street  
New Smyrna Beach, FL  
32168

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**OSI Project 5 day project**  

**TOTAL**  

$10,165.00

Accepted By  

Accepted Date
Utilities Commission  
City of New Smyrna Beach, Florida

SOLE SOURCE JUSTIFICATION

Vendor Name: Belcher Inc.
Address: 4318 Mesa, Torrance, CA 90505
Phone No: (310) 453-6634
Email: craig.belcher@belcherinc.com

SERVICE/COMMODITY: (General Description) Due to the increased complexity of the UCNSB's network infrastructure technology, and cyber security requirements, existing staff is not able to assume the duties of network administration at the level that is required. Belcher Inc.'s advanced network and infrastructure knowledge of our organization along with his Cisco Certified CCIE Voice Engineer certificate is essential.

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. 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. Other. Furnish explanation below.

Explanation/Comments:

A significant portion of the Utilities Commission's VOIP (Voice over Internet Protocol) Infrastructure has been designed and completed by Belcher Inc. which gives the company a unique advantage.

Belcher Inc. can facilitate the continuity of operations sooner than if selection of a provider is done through the standard RFP process.

Belcher Inc. is already familiar with and has demonstrated expertise in working with the Utilities Commission's network and VoIP phone system due to professional services engagements.

Belcher Inc. will better facilitate onsite support for emergencies, new projects, or needs on a time-and-materials basis that are above and beyond the base contract should additional assistance becomes necessary to sustain operations at any point. Belcher Inc. is the most uniquely qualified Cisco Certified CCIE Voice Engineer to deliver needed services.

Requisitioner: [Signature] Date: 5-10-2017

Director of Department: [Signature] Date: 5-10-2017
**Utilities Commission, City of New Smyrna Beach**

**FY 2020 Capital Improvement Plan Request - Major Project**

**125 - Information Technology**

### Project Name:
RTU Expansion and Enclosure Project - Smyrna Substation

### Fixed Asset Description:
OSI RTU Enclosure and New RTU modules including SCADA/EMS upgrades. Required for additional transformer and associated equipment

### Justification for Project:
Additional substation equipment requires expanded capabilities

### Alternatives:
None

### Location/Address:
Smyrna Substation

### Site Preparation or Removal of Existing Assets:

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<th>Anticipated Start Date</th>
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### Project Manager:
Tim Beyrle

### Required Contracts:
OSI Vendor Contract, Belcher Maintenance and Support Contract

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### Inception thru 9/30/18

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### Total FY 2020

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**Justification for Project:**
Additional substation equipment requires expanded capabilities

**Alternatives:**
None

**Location/Address:**
Smyrna Substation

**Site Preparation or Removal of Existing Assets:**

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**Project Manager:**
Tim Beyrle

**Required Contracts:**
OSI Vendor Contract, Belcher Maintenance and Support Contract

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**Proposed Funding Sources:**

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**Inception thru 9/30/18**

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**Expenses thru 2/28/19**

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**Total FY 2020-2029**

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**Utilities Commission, City of New Smyrna Beach**  
**FY 2020 Capital Improvement Plan Request - Major Project**  
**125 - Information Technology**

**Project Name:** RTU Expansion and Enclosure Project - Field Street Substation  
**Fixed Asset Description:** OSI RTU Enclosure and New RTU modules including SCADA/EMS upgrades. Addition of 30 MVAR capacitor bank will require upgraded RTU capabilities  
**Justification for Project:** Additional equipment requires upgrade of RTU capabilities.  
**Alternatives:** None  
**Location/Address:** Field Street Substation  
**Site Preparation or Removal of Existing Assets:** Removal of old RTU and replacement with upgraded RTU  
**Anticipated Start Date:** August-20  
**Anticipated Completion Date:** September-20  
**Project Manager:** Tim Beyrle  
**Required Contracts:** OSI Vendor Contract, Belcher Maintenance and Support Contract

### Proposed Funding Sources:

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### UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH
#### FY 2020 Capital Improvement Plan Request - Major Project

**125 - Information Technology**

**Request #:** 20-UE1023  
**Project #:** 20-UE1023  
**Priority #:** 3-remote/high  
**Work Category:** R-Information Technology

**Project Name:** RTU Expansion and Enclosure Project - Airport Substation

**Fixed Asset Description:** OSI RTU Enclosure and New RTU modules including SCADA/EMS upgrades. Phase out of analog circuits to ethernet circuits at the substation locations.

**Justification for Project:** Aging equipment and communications protocol

**Alternatives:** Run to failure

**Location/Address:** Airport Substation

**Site Preparation or Removal of Existing Assets:** Removal of old RTU modules and analog circuits

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**Project Manager:** Tim Beyrle

**Required Contracts:** OSI Vendor Contract, Belcher Maintenance and Support Contract

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**Request #:** 20-UE1024  
**Project #:** 20-UE1024  
**Priority #:** 3-remote/high  
**Work Category:** 3-Information Technology

**Project Name:** RTU Expansion and Enclosure Project - Schoolway Substation

**Fixed Asset Description:** OSI RTU Enclosure and New RTU modules including SCADA/EMS upgrades. Phase out of analog circuits to ethernet circuits at the substation locations.

**Justification for Project:** Aging equipment and communications protocol

**Alternatives:** Run to failure

**Location/Address:** Schoolway Substation

**Site Preparation or Removal of Existing Assets:** Removal of old RTU modules and analog circuits

**Anticipated Start Date:** August-20  
**Anticipated Completion Date:** September-20

**Project Manager:** Tim Beyrle

**Required Contracts:** OSI Vendor Contract, Belcher Maintenance and Support Contract

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**Proposed Funding Sources:**

- **Total:** $55,000

**Mandatory**

- **Additional**

- **Alternative Financing**

- **Restricted R&R**

- **Total:** $55,000

**Anticipated Start Date:** August-20  
**Anticipated Completion Date:** September-20

**Project Manager:** Tim Beyrle

**Required Contracts:** OSI Vendor Contract, Belcher Maintenance and Support Contract

**Location/Address:** Schoolway Substation
AGENDA ITEM 3-e

☑ CONSENT ITEM
☑ NEW BUSINESS
☑ OLD BUSINESS
☐ EXHIBITS:

FOR MEETING OF: July 27, 2020

FROM: Director of Engineering
SIGNATURE: Julie Couillard

SUBJECT: Project Approval - I-95 and Pioneer Trail Interchange (FDOT)

SUMMARY:
The Engineering Department is requesting project approval for the I-95 and Pioneer Trail Interchange Project which includes the UCNSB to install new electric conduit and a new water main under I-95. Total project cost is budgeted at $3,414,318 and allocated across electric and water capital project work order numbers 21-UE1017 and 21-UW2018.

The Florida Department of Transportation (FDOT) has approved the design of a new interchange at I-95 and Pioneer Trail. FDOT has selected Stantec to design the new interchange and the Engineering Department is recommending the UCNSB sole source our design work to Stantec so that they may design new electric conduit and new water main installations to enable our infrastructure projects to be integrated effortlessly with the new interchange.

UCNSB will enter into a Utility Work by Highway Contractor Agreement with FDOT so that the new electric conduit and water main can be installed the same time the interchange is being built. Total design cost is $268,316.00 and will include a set of design plans, specifications and bid tabulation.

U.C. Engineering staff, with concurrence from Water Resources staff, requests project approval as submitted, and the design work to be sole sourced to Stantec, FDOT's selected design engineer, in the amount of $268,316.00. This project is expected to bridge between FY21 and FY22 with $304,318.00 spent in FY21 and $3,110,000.00 spent in FY22, with a total estimated cost of $3,414,318.00.

FUNDING SOURCE(S) W.O. Nos. 21-UE1017 and 21-UW2018

RECOMMENDED ACTION:
A motion to approve the I-95 and Pioneer Trail Interchange Project (FDOT project including UCNSB electric and water relocations and improvements) in the amount of $3,414,318.00, and sole sourcing of associated design work to FDOT's selected engineer Stantec Consulting Services Inc. in the amount of $268,316.00, and authorization for the General Manager/CEO or his designee to execute any 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.
The Florida Department of Transportation (FDOT) has approved the design of a new interchange at I-95 and Pioneer Trail. Stantec is the Engineer Design Firm that has been selected by the FDOT to design the new interchange. The project limits include approximately 3,000 feet to the west and east of I-95 along Pioneer Trail (6,000 feet in total).

During the construction of the new interchange, the Utilities Commission must install new electric conduit and a new water main under I-95. I recommend that Stantec be selected to design the new electric conduit and a new water main so that our infrastructure is integrated effortlessly with the new interchange. The total design cost is $268,316.00. See attached Stantec Proposal&Agreement and Sole Source Justification.

Further, the Utilities Commission will enter a Utility Work by Highway Contractor Agreement with the FDOT so that the new electric conduit and a new water main will be installed at the same time the interchange is built. Stantec will create a set of design plans, specifications and bid tabulation that adhere to FDOT requirements so that a Utility Work by Highway Contractor Agreement is attainable. The Agreement will be coordinated/executed based upon the FDOT project advertisement date which is yet to be determined. FDOT’s blank, standard agreement is attached for reference.

Stantec’s design and FDOT Contractor will only be responsible for 2,700 feet of the installation of the electric conduit and new water main. The Utilities Commission will be responsible for connecting these utilities further west and east. The electric will be connected right away; however, the water main will remain a “dry” pipe until the development to the west is built.

The electric work (WO#21-UE-1017) and the water work (WO#21-UW-2018) have been budgeted which includes capital labor, consultant work, construction and materials. The entire anticipated project budget for FY21 is $304,318.00 and in FY22 is $3,110,000.00. The actual construction date will be dependent on when the FDOT fully funds the construction of this project. FDOT has only funded the design portion to-date. The FDOT will reimburse a portion of the electric work since this is a federally funded interstate project; however, the actual reimbursement amount has yet to be determined.

I ask that this project be approved at our July 27, 2020 Commission meeting.

D. Hale
07/15/2020
July 10, 2020
Utilities Commission, City of New Smyrna Beach

Attention: Julie Couillard, PE Director of Engineering
200 Canal Street
New Smyrna Beach, FL 32168

Dear Ms Couillard,

Reference: Utility Work by Highway Contract with FDOT for new Water Main and Buried Electrical (BE) Conduits along Pioneer Trail

Introduction and Background

The Utilities Commission, New Smyrna Beach, FL (UCNSB) provides water, reclaimed water, wastewater, and electrical services to residents throughout the City of New Smyrna Beach and unincorporated areas adjacent to the City. The water distribution system consists of approximately 300 miles of underground piping, four high service pump stations and five ground-level storage tanks. The wastewater collection system consists of approximately 140 miles of gravity sewer, 55 miles of force mains, 103 lift stations, and 2,700 manholes. The reclaimed water distribution consists of approximately 52 miles of underground piping, one reclaimed water ground-level storage tank and one reclaimed storage pond. The UCNSB’s current utility service area encompasses approximately 41.3 square miles, with an estimated population of over 53,000.

The Florida Department of Transportation (FDOT) is currently in the design phase of a new interchange on Interstate 95 (I-95) at Pioneer Trail (CR 4118), Financial Project ID (FPID) 436292-1-52-01. FDOT has entered into a contractual agreement with Stantec Consulting Inc. (CONSULTANT) for this interchange improvement and the design is currently underway. The proposed interchange is located on I-95 at Pioneer Trail near Milepost (MP) 19.032 in Volusia County, Florida. It is located between two existing interchanges on I-95: SR 421 at MP 23.300 to the north and SR 44 at MP 16.287 to the south. Currently, there is an existing bridge that crosses over I-95 that facilitates connection to Pioneer Trail east and west of I-95. The FDOT improvement interchange project will provide for exit and entrance ramps from Pioneer Trail to I-95. Improvements will include new ramps, stormwater detention ponds, widening of Pioneer Trail road and bridge (over I-95), and relocation of existing utilities, primarily overhead electric (OE). The UCNSB owns and operates OE lines along the south side of Pioneer Trail from West of Williamson Boulevard to East of Turnbull Bay Road and along the south side of Turnbull Bay Road, east of Pioneer Trail.

The UCNSB has expressed a desire to enter a Utility Work by Highway Contract with FDOT to install a new water main (WM) and two High Density Polyethylene (HDPE) buried electric (BE) conduit as part of the new interchange improvement. Since the utility installations will be incorporated into the roadway design and utility plans conform to FDOT standards, UCNSB will enter into an agreement with Stantec Consulting Inc for Professional Services for the new WM and BE.
Scope of Services

The scope of the project includes the following:

- Establishing proposed potable water and BE utility alignments, confirming limits for HDD, and identifying future stub out connections.

- Review of subsurface geotechnical investigation data to support pipe installation via open cut and HDD.

- HDD Calculations which include pipe stress analysis, dimension ratio (DR) selection, ground surface settlement analysis and hydrofracture analysis. Analysis of the (2) 8-inch electric conduits for the HDD crossing will also be done to determine if a casing would be required to mitigate potential settlement under the I-95.

- Detailed engineering design for approx. 2,700 linear feet (Station 38+00 to 65+00) of a new 16-inch Water Main and (2) 8-inch buried electric conduits inside. Referenced sizes are inside diameters.
  - 1,700 LF will be installed via horizontal directional drill (Approx. Sta. 42+00 to 56+50).
  - 1,000 LF will be installed via traditional open trench, direct bury, west and east of the HDD

- Coordination with roadway and bridge design improvements and integrating WM and BE duct construction with roadway construction phasing and MOT.

- Coordination of pipeline trench restoration with FDOT restoration for new and existing pavement and swale areas.

- Permitting assistance through Volusia County Department of Health and Volusia County Right-of-Way.

- Bidding assistance during FDOT procurement process.

The following tasks provide the scope of services:

**Task 1 – Project Management**

**1.1 Kick-Off Meeting-FDOT**

CONSULTANT will schedule a kick-off meeting with the FDOT’s Project Manager and design managers. The following items will be discussed and or confirmed during the kick-off meeting:

- FDOT Utility certification schedule and Project Schedule
Reference: Utility Work by Highway Contract with FDOT for new Water Main and Buried Electrical (BE) Conduits along Pioneer Trail

- UWHC agreements
- Alignment of the UCNSB utilities within the project limits in relation to MOT and Construction phasing
- Submittal and electronic signature requirements
- HDD depth and clearances from proposed bridge foundations
- Relocation of UCNSB overhead electric at I-95

1.2 – Project and Design Management and Coordination Services

The CONSULTANT will coordinate with the FDOT roadway and bridge improvement project along Pioneer Trail and other utility agency owners (UA/Os) identified within the project limits. The CONSULTANT will develop the project schedule in conjunction with the FDOT’s schedule and award of bid and execution of UWHC agreement. Execution of the project will include attending design coordination meetings with FDOT and UCNSB, internal quality assurance and quality control (QA/QC) reviews, preparation of project management correspondence and documents, coordination activities of project team members, and management of project issues requiring discussion or resolution with the UCNSB.

The following subtasks assumed under this task:

- Monthly invoicing and progress reporting
- Project team organization & scheduling
- Coordination with roadway and bridge designers and UA/Os
- Coordination with Geotechnical consultant for trenchless crossings
- Communication with the UCNSB Project Manager
- Participation in Phase II Utility Meeting
- Coordination an execution of UWHC agreement between UCNSB and FDOT
- Phase review meetings with UCNSB and FDOT at 30%, 60%, and 90% submittal phase.
- QA/QC of project deliverables
Task 2 – Design Services

Unless otherwise agreed in writing, the CONSULTANT shall perform the following design services in connection with the Project.

2.1 Geotechnical Investigation

It is understood that geotechnical investigation has been performed along the project for the roadway and bridge widening improvements. After reviewing the available geotechnical data, CONSULTANT has determined that two additional geotechnical borings are required to support the HDD analysis and design. The CONSULTANT shall retain and utilize the services of Geotechnical Engineering firm to carry out the two additional borings to be performed at station of 45+00+/– to an elevation of -20 ft and 56+00+/– to an approximate elevation of -10 ft. The objectives and requirements of the geotechnical investigation include:

1. Borings offset a minimum of 20 feet from alignment to minimize risk of inadvertent returns through boreholes during the trenchless crossing.

2. Standard Penetration Testing procedure shall be used with samples obtained every 5 ft unless variations in soil strata are noted in which more frequent samples should be obtained.

3. Data logging will be performed by an experienced engineer or geologist. Blow counts, drill rates/resistance, soil moisture, changes in the color of wash water, transitions, drilling fluid loss, and soil descriptions classified in general accordance with the USCS classification system will be undertaken.

4. Hammer efficiency/energy, rig type and drilling method will be noted on the drilling logs.

5. A total of 8 grain size distribution tests (ASTM D422), 8 moisture content / dry density tests (ASTM D2216), and 8 Atterberg limit tests (ASTM D4318) will be performed.

6. A geotechnical data report (GDR) detailing the field investigation and laboratory testing results will be provided.

2.2 Development of Design Documents

The CONSULTANT will develop design documents to produce a 30%, 60% 90% (permit ready) and 100% deliverables. Design documents will include plans, technical specifications, and opinion of probable construction cost (OPCC) in FDOT format. Submittal documents will be provided to the UCNSB and FDOT for review and written responses to comments will be provided along with the changes made to the contract documents. Final documents will be signed and Permit submittal to Volusia County Dept. of Health and Volusia County Right-of-Way.

- Review environmental reports to determine potential impact to the new WM
2.2.1 30% Design

Based on the results of the discussions and decisions made with UCNSB and FDOT at the kick-off meeting, CONSULTANT shall develop 30% design documents. The 30% design will establish the principal characteristics, general arrangement, tie-in locations, and battery limits for the project. Conceptual calculations for pull stress and hydrofracture will be completed to inform HDD design and alignment. Drawings will reflect horizontal alignment only of the proposed WM and BE conduit and include topo survey info along with existing utilities, proposed FDOT retaining walls and drainage improvements, easements/rights-of-way indicated, connection points and stub-outs for any future connections.

Design Document Review

The CONSULTANT will submit the design documents for review. The review process will consist of the following steps:

- CONSULTANT will submit the 30% design documents for review to UCNSB. A submittal will also be made to FDOT for review of the utility installation and ensure it is integrated with the FDOT roadway and bridge improvements per the Department polices and standards.
- The UCNSB will review and provide comments within ten (15) working days.
- Within ten (10) working days from receipt of comments, CONSULTANT shall acknowledge and accept all comments to incorporate in the design. the CONSULTANT will incorporate and submit responses, proposed resolutions, and resolution verifications.

DELIVERABLES (Electronic PDF, drawings 3 hard copies 11-inch x 17-inch):

- 30% Design Drawings (Plan Only)
2.2.2 60% Design

Based on the 30% design task, incorporating review comments as appropriate, CONSULTANT shall develop 60% design documents. This task will include an update to the design drawings including details, specifications, and HDD calculations, and OPCC. Submittal documents will be provided to the UCNSB and FDOT for review.

Design Document Review

The CONSULTANT will submit the design documents for review. The review will consist of the following:

- CONSULTANT will submit the 60% design documents for review to UCNSB and the 30% review comments have been satisfactorily adjudicated. A submittal will also be made to FDOT for review of the utility installation and ensure it is integrated with the FDOT roadway and bridge improvements per the Department polices and standards.

- The UCNSB will review and provide comments within ten (15) working days.

- Within ten (10) working days from receipt of comments, CONSULTANT shall acknowledge and accept all applicable comments or clearly justify in writing for the UCNSB review and concurrence the reasons for not incorporating specific comments or requested revisions in the design.

- After the receipt and resolution of comments on the submittal, the CONSULTANT will incorporate and submit responses, proposed resolutions, and resolution verifications.

DELIVERABLES (Electronic PDF, drawings 3 hard copies 11-inch x 17-inch):

- 60% Design Drawings (Plan and Profile)
- Engineering Calculations
- Draft Project Technical Specifications
- Updated OPCC (FDOT format)

MEETING:

- 60% Design Review Meeting
2.2.3 90% Design-Permit Ready

Based on the 60% design task, and incorporating review comments as appropriate, CONSULTANT shall develop 90% design documents. This task will include an update to the design drawings, specifications, calculations, and OPCC. Submittal documents will be provided to the UCNSB and FDOT for review along with written responses to all previous review comments. All associated submittals required for permitting will be provided.

The CONSULTANT will develop a full set of technical project specifications.

**Design Document Review**

The CONSULTANT will submit the design documents for review. The review will consist of the following:

- CONSULTANT will submit the 90% Design-Permit Ready documents for review to and the 60% review comments have been satisfactorily adjudicated. A submittal will also be made to FDOT for review of the utility installation and ensure it is integrated with the FDOT roadway and bridge improvements per the Department polices and standards.
- Upon review and acceptance for readiness by the UCNSB Project Manager these revised documents will be signed and sealed for permitting review by the permitting agencies identified in Task 2.3.
- The UCNSB will review and provide comments within ten (15) working days.
- Within ten (10) working days from receipt of comments, CONSULTANT shall acknowledge and accept all applicable comments or clearly justify in writing for the UCNSB review and concurrence the reasons for not incorporating specific comments or requested revisions in the design.
- After the receipt and resolution of comments on the submittal, the CONSULTANT will incorporate and submit responses, proposed resolutions, and resolution verifications.

**DELIVERABLES (Electronic PDF, drawings 3 hard copies 11-inch x 17-inch):**

- 90% Design Drawings (Plan and Profile)
- Updated Engineering Calculations
- Updated Draft Technical Specifications
- Updated OPCC (FDOT format)

**MEETING:**

- 90% Design Review Meeting
2.2.4 100% Design – Final Plans

Using the input from the 90% design review, the CONSULTANT will prepare the 100% permit ready design documents. These documents will be submitted signed and sealed issued for FDOT bidding purposes and will become part of the UWHC. This final design task will not be initiated until FDOT has secured funding for the construction of the interchange and roadway improvement project, FPID 436292-1-52-01.

DELIVERABLES:

- Signed and Sealed 100% Design Drawings
- Opinion of Probable Construction Cost (FDOT format)

2.3 - Permit Documents

The CONSULTANT will prepare applications and submit for the following dry run permits on behalf of the UCNSB:

- Volusia County Department of Health
- Volusia County Right of Way

The UCNSB shall be responsible for all permitting fees. It is acknowledged by the UCNSB that the period required for obtaining permit is beyond the control of CONSULTANT.

During the permitting process if the permitting agencies require work that differs from the work shown on the drawings or agreed upon Scope, this will be considered a change in the scope of work.

The CONSULTANT assumes that the remaining permits and the costs associated with the actual issuance of the permit for construction will be obtained by the CONTRACTOR.

Response to Requests for Additional Information (RAI) from Permitting Agencies

The CONSULTANT will prepare responses and provide supplemental information for two permit re-submittals to address comments and RAI’s received from the specified permitting agencies. The CONSULTANT will respond to requests for information from each agency (a total of 3 have been budgeted).

Task 3 – Bidding Services

Upon obtaining Permits and incorporating final comments from the UCNSB and FDOT; the CONSULTANT will prepare Final Plans to Tallahassee which include drawings (PDF and microstation), specifications, and OPCC for procurement. These documents will conform to the FDOT standards and be used to support the execution of the UWHC construction agreement between FDOT and UCNSB.
The Plans to Tallahassee Submittal to FDOT will include the following:

- Electronic signed and sealed 11x17 final drawings in PDF per the Department’s guidelines.
- Electronic signed and sealed copy of technical specification, OPCC, and approved permits.
- All Construction drawings shall be provided MicroStation to the Departments standard

FDOT will be responsible for setting the bid opening date, preparing the bid advertisement, producing, and distributing bid documents, and scheduling and conducting the pre-bid meeting. The FDOT will advertise and receive bidding questions, then forward those questions related to the utility work to the CONSULTANT. The CONSULTANT will perform the following services related to bidding the project:

- The CONSULTANT will respond to contractor bidding questions furnished to the CONSULTANT by the FDOT.
- The CONSULTANT will review project drawings and quantities to address comments or discrepancies noted by prospective bidders.

Task 4 – TIME AND MATERIALS/CONTINGENCY NOT TO EXCEED $15,000.00

Request for Information (RFI)

Stantec shall provide written technical interpretation of the Construction Documents when requested by the Contractor and evaluate requested deviations. Stantec will develop and maintain a request for information log. Stantec has budgeted for 8 requests for information (RFI).

In addition, Stantec will provide engineering support to provide conflict resolution during construction.

**Submittals**

Shop drawing submittal review. Stantec will develop and maintain a shop drawing log. Stantec has budgeted for 6 submittals to be reviewed and assumes 4 re-submittals (total of 10).

**Meetings with Permitting Agencies**

The CONSULTANT will attend meetings (a total of 2 have been budgeted) with permitting agencies during the design phase to meet the information needs of the permitting agencies.

**Meetings During Design**
When comments require substantial re-configuration or design changes, CONSULTANT will schedule and attend one (1) meeting with the UCNSB to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.

Meetings During Construction

Stantec Project Engineer will attend one pre-construction meeting and two construction progress meetings.

Project Assumptions and Exclusions

The following assumptions provide the basis for the CONSULTANT’S project understanding and budgeting:

1. The 100% Design task will not be initiated until FDOT has secured funding for the construction of the interchange and roadway improvement project, (FPID) 436292-1-52-01.
2. Hydraulic modeling and transient and surge analysis and development of any mitigation measures are excluded in this scope of work.
3. It is assumed that the proposed watermain, and BE conduits will be installed under the I-95 and new bridge approaches via HDD. The remainder of the main will be installed via open cut.
4. Design of new electric power poles is not included in this SOW.
5. Design of new BE conduits beyond the limits of the trenchless crossing of I-95 are excluded from this SOW.
6. UCNSB will provide direction and input on the size and material for the BE duct and innerducts crossing of I-95.
7. Topographic survey is not included in this scope of work. The CONSULTANT will rely on the survey provided by FDOT within the project limits.
8. Micro tunneling and jack and bore analysis are not included in this scope of work.
9. Horizontal Directional Drill will meet the minim requirements of the 2017 FDOT Utility Accommodation Manual, section 3.16.9.1 Horizontal Directional Drilling (HDD).
10. Due to the requirements of the UAM section 3.16.9.1, and the fact the I-95 is a depressed underneath Pioneer Trail, the proposed HDD WM, and BE duct will be located under approximately +/- 45-ft of embankment fill.
11. It is assumed that ground improvement or other forms of structure/utility support are not required, and that the HDD alignment can be located sufficiently far from underground utilizes and structures such that ground movement can be mitigated to acceptable levels.

12. HDD Design recommendations and analysis are limited to the trenchless crossings, and do not include analysis of alternative alignments or analysis and recommendations for the remainder of the project.

13. The proposed water main will be capped at approximate station 38+00 and station 65+00 (Turnbull Bay Road) and will not be activated as part of this project.

14. Preparation of Record Drawings is not included in this scope of work.

15. Certification of As-builts is not included in this scope of work.

16. Landscape Architecture services are not included in this scope of work.

17. Structural analysis services are not included in this scope of work.

18. Hydraulic analysis is not included in this scope.

19. Utility Easement acquisitions, preparation of easement sketches and legal description services are not included in this scope.

20. Full time construction inspection/observation is not included in this scope of work.

21. It is assumed that the new utilities will be constructed within the FDOT Maintenance of Traffic plans and construction phasing. Development of separate MOT plans for utility construction is not included in this scope of work.

22. UCNSB will be responsible for permit and bidding fees.

23. UCNSB will provide comments and input on submittals to the CONSULTANT’S Project Manager within 2 weeks of receipt of submittals. The UCNSB Project Manager will address differences between comments provided by UCNSB staff and provide one consolidated copy of comments to the CONSULTANT.

24. The UCNSB acknowledges that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, FDOT procurement process, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the Opinion of Probable Construction Cost of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. The UCNSB further acknowledges that this is a “snapshot in time” and that the reliability of this Opinion of Probable Construction Cost will inherently degrade over time.
25. Work beyond the limits of this project scope is not included.

26. Design and Coordination of any other utility relocations (telecommunications, gas, power, fiber and gravity sewer) is not included within this scope of work.
SCHEDULE

The 60%, 90% and 100% will follow the establish FDOT schedule. FDOT will expect final plans, specifications, and executed UWHC agreement from CONSULTANT August 19th, 2021 contingent on the FDOT project being funded for construction. CONSULTANT has no control over the FDOT schedule, changes made by the Department, nor the ability to make any changes to the FDOT project schedule.
COMPENSATION

Compensation for the above scope of work will be performed on a lump sum fee basis and will be invoiced monthly based on the percent complete. The following table shows the fee by task.

<table>
<thead>
<tr>
<th>Task/Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Task 1-Project Management</td>
<td>$23,920.00</td>
</tr>
<tr>
<td>Task 2.1-Geotechnical Investigations</td>
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<td><strong>Task 2.2-Development of Design Documents</strong></td>
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<td>Task 2.2.1-30% Design</td>
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<td>Task 2.2.3-90% Permit Ready</td>
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<td><strong>Task 2.3-Permitting</strong></td>
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<td>Permit coordination, RAls and Support</td>
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<td><strong>Task 3-Bid-Phase Services</strong></td>
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<tr>
<td>FDOT Production, agreements &amp; Procurement Support</td>
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<td><strong>Task 4- Time and Materials/Contingency Not To Exceed $15,000</strong></td>
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<tr>
<td>RFIs, shop drawing reviews and construction support</td>
<td>$15,000.00</td>
</tr>
<tr>
<td><strong>Total Design Services</strong></td>
<td>$268,316.00</td>
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</table>
July 10, 2020
Julie Couillard, PE Director of Engineering
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Reference: Utility Work by Highway Contract with FDOT for new Water Main and Buried Electrical (BE) Conduits along Pioneer Trail

Regards,

Stantec Consulting Services Inc.

Dave Clarke PE, CFM  
Principal, Project Manager  
Phone: 305 445 2900 x 2296  
Fax: 305 445 3366  
dave.clarke@stantec.com

Ramon Castella PE, LEED AP, ENV SP,  
Vice President  
Phone: 305 445 2900 x 2296  
Fax: 305 445 3366  
Ramon.Castella@stantec.com

Attachment: If Utilities Commission, City of New Smyrna Beach agrees with this proposal, Utilities Commission, City of New Smyrna Beach shall authorize Stantec to perform the work by signing and returning a copy of the attached Professional Services Agreement.
This Agreement is made and entered into effective July 10, 2020 (the “Agreement Date”) by and between:

“Client”
Name: Utilities Commission, City of New Smyrna Beach
Address: 200 Canal Street
New Smyrna Beach, FL 32168
Phone: 386 424 3019
Representative: Julie A. Couillard, P.E., Director of Engineering Email: jcouillard@ucnsb.org

“Stantec”
Name: Stantec Consulting Services Inc.
Address: 901 Ponce De Leon Blvd. Suite 900
Coral Gables, FL 33134
Phone: 305 445 2900 X2235
Representative: Ramon Castella PE, LEED AP, ENV SP, Vice President Email: Ramon.Castella@stantec.com

Project Name (the “Project”):
Utility Work by Highway Contract with FDOT for new Water Main and Buried Electrical (BE) Conduits along Pioneer Trail

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment “A” (hereinafter called the “Services”) in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment “A”, or, if no Contract Price is indicated, in accordance with Stantec’s Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT’S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client’s total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.
The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. The standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the Project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all runoff or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec will not control the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.
COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor’s methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec’s reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors’ bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client’s budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec’s responsibility nor are Stantec’s field services rendered for the construction contractor’s benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants’ contracts with the Client.

Stantec shall not be responsible for any contractor’s failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subconsultant, any of their agents or employees, or any other persons performing any part of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney’s fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or $500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client’s sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec’s employees, officers or directors.

Stantec’s liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all
contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that is has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Receiving Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with written notice containing the details of what Personal Information will be transferred.

with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destroy or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS Restricting Rights for the Recovery of DAMAGES.**

**PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

**Utilities Commission, City of New Smyrna Beach**

Julie Couillard, PE
Director of Engineering

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**Stantec Consulting Services Inc.**

Ramon Castella PE, LEED AP, ENV SP,
Vice President

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Print Name and Title

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Signature

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Signature

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Print Name and Title

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Print Name and Title

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Signature

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Signature

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Print Name and Title

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Print Name and Title

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Attached to and forming part of the Agreement BETWEEN:

Utilities Commission, City of New Smyrna Beach  
(hereinafter called the “Client”)  
- and -  
Stantec Consulting Services Inc.  
(hereinafter called “Stantec”)  

EFFECTIVE: July 10, 2020  

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

[Click and enter in any format the details you wish to use to express Scope of Services]  
(hereinafter called the “Services”)

CONTRACT TIME: Commencement Date: August 1, 2020  
Estimated Completion Date: August 1, 2022

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment “A” adjusting the Contract Services Time and Price as required.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

PROFESSIONAL SERVICES

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings/test pits, surveys, or exploration are made and that the data, interpretations and recommendations of STANTEC are based solely on the information available to STANTEC. Geotechnical conditions other than those observed at specific exploration sites may become apparent during or after construction. Corresponding revisions of geotechnical conclusions and recommendations may be necessary.

If expansive clay or expansive bedrock is present, the geotechnical analysis and recommendations presented are prepared with that level of care and skill ordinarily expected by the profession currently practicing in this area under similar conditions. Some differential movements of any improvements constructed over expansive clay or expansive bedrock should be anticipated.
Groundwater levels, within the depths of exploration, will be measured at the time of exploration. From this date of exploration, groundwater elevation may vary seasonally with changes in precipitation, runoff, and irrigation practices. STANTEC makes no warranty either expressed or implied that water levels measured at the time of exploration will represent future conditions.

The geotechnical investigation including exploration, testing, analysis, conclusions, and recommendations will be prepared for a specific project. Any revision of the scope of the SERVICES, site conditions, ordinances or policies of review agencies will require a review and update of geotechnical conclusions and recommendations.

HAZARDOUS SUBSTANCES:

All aspects of hazardous substances are beyond the scope of the geotechnical investigation. If encountered, the CLIENT will be immediately notified. STANTEC will perform such services as deemed necessary, such as notification of agencies, securing the site, and placing hazardous substances in a safe condition to comply with applicable local, state, provincial and federal laws and regulations on behalf of the CLIENT, and shall be compensated for such work on a time and expense basis in accordance with STANTEC’s current Standard Rate Table.

UTILITIES:

In the prosecution of work, STANTEC will take all reasonable precautions to avoid damage to subterranean structures or utilities.

The CLIENT agrees to release STANTEC from any liability for, and to hold STANTEC harmless from any damages to subterranean structures which are not called to STANTEC’s attention and correctly shown on the plans furnished.

SAMPLES:

All soil and rock samples will be retained for thirty (30) days. Further storage of samples can be made at CLIENT’s expense upon written notice.

LIMITATION OF LIABILITY:

In the event the CLIENT discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the SERVICES, CLIENT agrees to notify STANTEC and engage STANTEC to prepare the necessary clarifications, adjustments, modifications, or other changes to STANTEC’s work before construction activities commence or further activity proceeds. Further, CLIENT agrees to have a provision in its construction contracts for the SERVICES which requires the Contractor to notify the CLIENT of any changed field or other condition so that CLIENT may in turn notify STANTEC pursuant to the provisions of this paragraph.

COVID-19:

The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.
Utilities Commission  
City of New Smyrna Beach, Florida  

SOLE SOURCE JUSTIFICATION  

Vendor Name: Stantec  
Address: 901 Ponce de Leon Boulevard, Suite 900  
Telephone No: 305 445-2900 x 2296 office / 786 502-0760 cell – Dave Clarke  
Email: dave.clarke@stantec.com  

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: Stantec is the Engineer Design Firm that has been selected by the FDOT to design the I-95 & Pioneer Trail Interchange. During the construction of the new interchange, the Utilities Commission must install new electric conduit and a new water main under I-95. I recommend that Stantec be selected to design the new electric conduit and a new water main so that our infrastructure is integrated effortlessly with the new interchange. Further, the Utilities Commission enter a Utility Work by Highway Contractor Agreement with the FDOT so that the new electric conduit and a new water main will be installed at the same time the interchange is built. Stantec will create a set of design plans, specifications and bid tabulation that adhere to FDOT requirements so that a Utility Work by Highway Contractor Agreement is attainable.  

Requisitioner: __________  
(Signature)  
Date: 07/15/2020  

Director of Department: __________  
(Signature)  
Date: 07/15/2020
THIS AGREEMENT, entered into this ______ day of __________, year of ______, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and __________, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the FDOT, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as ______, State Road No.: ______, hereinafter referred to as the "Project"; and

WHEREAS, the UAO owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the FDOT and the UAO desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the FDOT's contractor as part of the construction of the Project; and

WHEREAS, the UAO, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. Design of Utility Work

   a. UAO shall prepare, at UAO's sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before ______, year of ______.

   b. The Plans Package shall be in the same format as the FDOT's contract documents for the Project and shall be suitable for reproduction.

   c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.

   d. The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Design Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Design Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the FDOT’s guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT’s Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT for the Project.

f. UAO shall provide a copy of the proposed Plans Package to the FDOT, and to such other right of way users as designated by the FDOT, for review at the following stages: _____ Prior to submission of the proposed Plans Package for review at these stages, the UAO shall send the FDOT a work progress schedule explaining how the UAO will meet the FDOT’s production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.

g. In the event that the FDOT finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the FDOT will notify the UAO in writing of the deficiencies and the UAO will correct the deficiencies and return corrected documents within the time stated in the notice. The FDOT’s review and approval of the documents shall not relieve the UAO from responsibility for subsequently discovered errors or omissions.

h. The FDOT shall furnish the UAO such information from the FDOT’s files as requested by the UAO; however, the UAO shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any of that responsibility to the FDOT.

i. The Facilities and the Utility Work will include all utility facilities of the UAO which are located within the limits of the Project, except as generally summarized as follows: ______. These exceptions shall be handled by separate arrangement.

j. If any facilities of the UAO located within the project limits are discovered after work on the project commences to be qualified for relocation at the FDOT’s expense, but not previously identified as such, the UAO shall file a claim with the FDOT for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the UAO to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the FDOT’s expense shall not invalidate this Agreement.

k. The UAO shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the FDOT.

l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: ______ (Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

2. Performance of Utility Work

a. The FDOT shall incorporate the Plans Package into its contract for construction of the Project.

b. The FDOT shall procure a contract for construction of the Project in accordance with the FDOT’s requirements.

c. If the portion of the bid of the contractor selected by the FDOT which is for performance of the Utility Work exceeds the FDOT’s official estimate for the Utility Work by more than ten percent (10%) and
the FDOT does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the UAO may elect to have the Utility Work removed from the FDOT’s contract by notifying the FDOT in writing within ______ days from the date that the UAO is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FDOT’s contractor.

d. If the UAO elects to remove the Utility Work from the FDOT’s contract in accordance with Subparagraph 2. c., the UAO shall perform the Utility Work separately pursuant to the terms and conditions of the FDOT’s standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The UAO shall proceed immediately with the Utility Work so as to cause no delay to the FDOT or the FDOT’s contractor in constructing the Project.

e. The UAO shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: ______ and will furnish the FDOT with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by FDOT procedures.

f. Except for the inspection, testing, monitoring, and reporting to be performed by the UAO in accordance with Subparagraph 2. e., the FDOT will perform all contract administration for its construction contract.

g. The UAO shall fully cooperate with the FDOT and the FDOT’s contractor in all matters relating to the performance of the Utility Work.

h. The FDOT’s engineer has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with the FDOT’s engineer. In so doing, the UAO shall make such adjustments and changes in the Plans Package as the FDOT’s engineer shall determine are necessary for the prosecution of the Project.

i. The UAO shall not make any changes to the Plans Package after the date on which the FDOT’s contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the FDOT’s contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the FDOT.

3. Cost of Utility Work

a. The UAO shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT’s engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the FDOT. The UAO shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the UAO pursuant to Subparagraph 4.a.

b. The initial estimate of the cost of the Utility Work is ______. At such time as the FDOT prepares its official estimate, the FDOT shall notify the UAO of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the UAO shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the FDOT to the cost of the Utility Work, or to elect to have the Utility Work removed from the FDOT’s contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.

c. At least ______ (______) calendar days prior to the date on which the FDOT advertises the Project for bids, the UAO will pay to the FDOT an amount equal to the FDOT’s official estimate; plus ______%
for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

d. Payment of the funds pursuant to this paragraph will be made (choose one):

- [ ] directly to the FDOT for deposit into the State Transportation Trust Fund.
- [ ] as provided in the attached Three Party Escrow Agreement between UAO, FDOT and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than $100,000.00 must be pre-approved by the FDOT Comptroller’s Office prior to execution of this agreement.

e. If the portion of the contractor’s bid selected by the FDOT for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding FDOT participation in the cost of the Utility Work and the UAO’s election to remove the Utility Work from the Project, the UAO shall, within fourteen (14) calendar days from notification from the FDOT or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the FDOT to bring the total amount paid to the total obligation of the UAO for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The FDOT will notify the UAO as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the UAO is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the UAO is obligated to pay does not exceed the Contingency Fund already on deposit, the UAO shall have sixty (60) calendar days from notification from the FDOT to pay the additional amount, regardless of when the accepted bid is posted.

f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the FDOT will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the UAO in writing and approved by the Comptroller of the FDOT or his designee.

g. Should contract modifications occur that increase the UAO’s share of total project costs, the UAO will be notified by the FDOT accordingly. The UAO agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the FDOT is sufficient to fully fund its share of the project costs. The FDOT shall notify the UAO as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below.

h. The FDOT may use the funds paid by the UAO for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the FDOT will obtain the written concurrence of the person delegated that responsibility by written notice from the UAO. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the FDOT determines that the work is necessary, the FDOT may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the UAO shall, within fourteen (14) calendar days from notification from the FDOT, pay to the FDOT an additional 10% of the total obligation of the UAO for the cost of the Utility Work established under Subparagraph 3. e. for future use as the Contingency Fund.
Upon final payment to the Contractor, the FDOT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the UAO for a period of three (3) years after final close out of the Project. The UAO will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the FDOT to the UAO in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the UAO will pay the additional amount within forty (40) calendar days from the date of the invoice. The UAO agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

a. The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.

b. In the event the FDOT's contractor provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim.

c. In the event the FDOT's contractor makes any claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the claim and the UAO will cooperate with the FDOT in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the UAO and the FDOT's contractor shall be in writing, shall be subject to written FDOT concurrence and shall specify the extent to which it resolves the claim against the FDOT.

d. The FDOT may withhold payment of surplus funds to the UAO until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the FDOT to the FDOT's contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

a. The UAO acknowledges its present and continuing ownership of and responsibility for out of service Facilities.

b. The FDOT agrees to allow the UAO to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the UAO. In the event of a breach of this Agreement by the UAO, the Facilities shall be removed upon demand from the FDOT in accordance with the provisions of Subparagraph e. below.

c. The UAO shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the UAO to use due care in its dealings with others. The UAO shall be solely responsible for gathering all information necessary to meet these obligations.

d. The UAO shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the FDOT or other permittees using or seeking use of the right of way.
e. The UAO shall remove the Facilities at the request of the FDOT in the event that the FDOT determines that removal is necessary for FDOT use of the right of way or in the event that the FDOT determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the FDOT’s notice to remove. In the event that the UAO fails to perform the removal properly within the specified time, the FDOT may proceed to perform the removal at the UAO’s expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

f. Except as otherwise provided in Subparagraph e. above, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO. The UAO shall reimburse the FDOT for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the UAO to indemnify the FDOT for the FDOT’s own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the UAO.

6. Default

a. In the event that the UAO breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from FDOT.

(2) Pursue a claim for damages suffered by the FDOT.

(3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by FDOT to third parties.

(4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the FDOT or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by FDOT to third parties.

(5) Suspend the issuance of further permits to the UAO for the placement of Facilities on FDOT property if the breach is material and has not been cured within sixty (60) days from written notice thereof from FDOT.

(6) Pursue any other remedies legally available.

(7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the FDOT breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the UAO may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the UAO.
(2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the UAO may have for failure to pay invoices.

(3) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees.

When the FDOT receives a notice of claim for damages that may have been caused by the UAO in the performance of services required under this Agreement, the FDOT will immediately forward the claim to the UAO. The UAO and the FDOT will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the FDOT will determine whether to require the participation of the UAO in the defense of the claim or to require the UAO to defend the FDOT in such claim as described in this section. The FDOT’s failure to notify the UAO of a claim shall not release the UAO from any of the requirements of this section. The FDOT and the UAO will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees.

The UAO’s obligation to indemnify, defend, and pay for the defense or at the FDOT’s option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT’s notice of claim for
9. Miscellaneous

a. Time is of essence in the performance of all obligations under this Agreement.

b. The Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the UAO shall not be obligated to protect or maintain any of the Facilities to the extent the FDOT’s contractor has that obligation as part of the Utility Work pursuant to the FDOT’s specifications.

c. The FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.

d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.

e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:


If to the FDOT:


10. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO
hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

☐ No changes have been made to this Form Document and no Appendix entitled “Changes to Form Document” is attached.
☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled “Changes to Form Document.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY:

BY: (Signature) ___________________________ DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature) ___________________________ DATE: _____

FDOT Legal review

BY: (Signature) ___________________________ DATE: _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) ___________________________ DATE: _____

(Typed Name: _____)

(Typed Title: _____)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: ______________________________________ DATE: _____

(Typed Name: _____)

(Typed Title: _____)
## UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH

### FY 2021 Capital Improvement Plan Request - Major Project

**260 - Electric Transmission & Distribution**

### REVISED JULY 15, 2020

**Project Name:** I-95 & Pioneer Trail Electric Relocation-FDOT

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<th>UNDERGROUND ELECTRIC</th>
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**Description:**

**Justification for:** REQUIRED BY FDOT

**Project:**

**Alternatives:** N/A

**Location/Address:** I-95 @ PIONEER TRAIL

**Site Preparation or Removal of Existing Assets:** RELOCATION OF ELECTRIC TO ACCOMMODATE ROADWAY IMPROVEMENT

**Anticipated Start Date:** January-21  
**Anticipated Completion Date:** September-23  

**Project Manager:** Dana Hale

**Required Contracts:** DESIGN (H.D.D. CONDUIT), FDOT UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT - UC CREWS TO INSTALL WIRE [FEDERAL FUNDS SO UCNSB WILL GET SOME REIMBURSEMENT]

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### Inception thru 9/30/19

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## UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH
### FY 2021 Capital Improvement Plan Request - Major Project
#### 320 - Treatment Operator/Water Distribution

**REVISED JULY 15, 2020**

**Project Name:** I-95 & Pioneer Trail Water Main Improvements - FDOT

**Fixed Asset**
- INSTALL NEW WATER MAIN DURING INTERCHANGE CONSTRUCTION

**Description:**

**Justification for**
- FDOT INSTALLING NEW INTERSECTION

**Project:**
- N/A

**Alternatives:**
- N/A

**Location/Address:** I-95 @ PIONEER TRAIL

**Site Preparation or Removal of Existing Assets:**

**Anticipated Start Date:**
- October-20

**Anticipated Completion Date:**
- February-22

**Project Manager:** Dana Hale

**Required Contracts:** DESIGN, FDOT UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

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### Description

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### Request Details

- **Request #:** 21-UW-2018
- **Project #:** 21-UW2018
- **Priority #:** 6-Likely/medium
- **Work Category #:** 6-Interagency
- **Required By:** FDOT
CONSENT ITEM FOR MEETING OF: July 27, 2020

NEW BUSINESS

FROM: Director of Engineering

OLD BUSINESS

SIGNATURE: Julie Couillard

EXHIBITS: Memo from D. Phegley dated 7-14-20 and Budget Sheet 20-UW2008

SUBJECT: Project Approval - South Beach Pump Station Upgrades

SUMMARY:
The Engineering Department is requesting approval for the South Beach Pump Station Project in its entirety in the amount of $844,841.00 which will be funded by W.O. No. 20-UW2008 with construction starting in FY21.

On January 26, 2018, UCNSB assigned ERS Engineering, Inc. (ERS) a contract to design the generator and mechanical upgrades for this project in the amount of $22,600.00 and later approved a change order on April 24, 2019 in the amount of $9,000.00 to upgrade the service voltage and motors to run more efficiently. The total cost for design was $31,600.00 and was funded by W.O. #18-UW139.

On June 29, 2020, UCNSB distributed ITB#26-20 South Beach Pump Station Upgrades and bids are to be opened on August 18, 2020. It is the intention of the Engineering Department to return to the Commission to ratify the award of this contract to the most qualified bidder in the August 24, 2020 Commission Meeting and begin construction early FY21.

Engineering staff recommends that this project be approved in its entirety in the amount of $844,841.00, which includes the previously approved design work with ERS in the amount of $31,600.00.

RECOMMENDED ACTION:
A motion to approve the South Beach Pump Station Upgrades Project in the total amount of $844,841.00, and authorization for the General Manager/CEO or his designee to execute any documents associated with this project.

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.
Julie,

The South Beach Pump Station was constructed in the 1980’s. Because of its proximity to the ocean, the pump station has been exposed to a harsh environment. Due to its age and condition, there are upgrades that need to be made to the pump station. These upgrades include:

- Building Architectural – new entry gate, barbed wire fencing around perimeter of property, doors and frames, etc.
- Electrical – upgrade to 480V/3 Phase, new generator, light fixtures, conduits for card reader access and security cameras, etc.
- Mechanical/Plumbing – demo of all pumps, motors, starters, etc. and replacement with new motor/pump combination, new VFD’s, HVAC unit, etc.

The upgrades will standardize the motors and pumps for operational efficiency. These upgrades will be made via ITB 26-20, which is scheduled to open on August 18, 2020. We plan to award the bid and begin construction shortly after. The upgrades are expected cost $800,000 and will be funded thru Work Order #20-UW2008.

The plans and specifications for the upgrades were completed by ERS Engineering, one of our continuing consultants via Task Authorization #4. The consultant’s fee for the design services was $31,600 and was paid thru Work Order #18-UW139.

Thank You.

Darren M. Phegley
# UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH
## FY 2021 Capital Improvement Plan Request - Major Project
### 320 - Treatment Operator/Water Distribution

**Project Name:** South Beach Pump Station - Station Upgrades  
**Fixed Asset Description:** REPLACE MOTORS / PUMPS / INSTALL VFD'S / INSTALL HVAC / REPLACE GENERATOR AND FUEL TANK  
**Justification for Project:** STANDARDIZE MOTORS AND PUMPS FOR OPERATIONAL EFFICIENCY, PROTECT AGAINST BEACH SIDE WEATHER IMPACTS ON EQUIPMENT  
**Alternatives:** INCREASE MAINTENANCE EXPENDITURES, DECREASED RELIABILITY OF FACILITY  
**Location/Address:** SBPS  
**Site Preparation or Removal of Existing Equipment:** DEMO EXISTING EQUIPMENT  
**Anticipated Start Date:** October-18  
**Anticipated Completion Date:** September-21  
**Required Contracts:** CITY BUILDING PERMIT, DOH PERMIT, CONSULTING SERVICES, CONSTRUCTION CONTRACT  
**Project Manager:** Darren Phegley  
**Proposed Funding Sources:**

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Rick Wimberly  
Manager of Water Systems  
City of New Smyrna Beach  
631 South Ocean Avenue  
New Smyrna Beach, Florida 32169  
Phone: 386-427-6600  
Fax: 386-427-6606  
Email: rwimberly@nsbeachfl.gov

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City of New Smyrna Beach  
Capital Improvement Plan  
March 2021  

[City of New Smyrna Beach Logo]
The Engineering Department is requesting approval to award RSQ 20-20 Hydrogeological Services to Kimley-Horn. RSQ 20-20 was issued in an effort to find a consultant that could provide UCNSB with continuing hydrogeological services that would focus on testing, inspections and repairs of our twenty-three (23) existing production wells which are located in four (4) wellfields.

On May 4, 2020 UCNSB issued RSQ 20-20 Hydrogeological Services and on June 4, 2020 seven (7) submittals from potential consultants were received. A review committee evaluated and scored each submittal. The highest scoring qualified consultant was Kimley-Horn.

Staff has reached out to confirm references and based on the review committee’s recommendation the Engineering Department recommends that the attached Continuing Service Agreement be authorized and UCNSB award Kimley-Horn the contract.

A motion to award RSQ 20-20 Hydrogeological Services to the highest scoring qualified consultant - Kimley-Horn, approve the attached Continuing Services Agreement with Kimley-Horn, and authorize the General Manager/CEO or his designee to execute all documents associated with this matter.

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.
DATE: July 10, 2020
TO: Julie Couillard, P.E., Director of Engineering
FROM: Darren Phegley, P.E., Construction Supervisor
RE: RSQ 20-20 – Hydrogeological Services

Julie,

We issued RSQ 20-20 in an effort to find a consultant that could provide continuing hydrogeological services that would focus on the testing, inspection, and repair of our twenty-three (23) existing production wells which are located in four (4) wellfields. Our oldest active wells were constructed in 1958, 1966, 1972, and 1976. Our oldest wells are also some of our largest production wells. Maintenance and optimization of our wells is something we haven’t previously done and would greatly benefit our system. This consultant will also assist with the three (3) previously permitted future central wellfield wells (Wells 25, 26, and 27).

On June 4th, we received seven (7) submittals from potential consultants. Per the RSQ, the UCNSB put together an evaluation committee to review and score each of the submittals. The highest scoring consultant was Kimley-Horn. References were contacted and evaluated. Based on the review committee’s recommendation and the conversations I had with their references, I recommend moving forward with Kimley-Horn as our hydrogeological consultant.

Thank You.

Darren M. Phegley
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Utilities Commission
City of New Smyrna Beach
RSQ 20-20 Hydrogeological Svcs
AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into this _____ day of _____ July _____, 2020, by and between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, (hereafter "COMMISSION"), located at 200 Canal Street, New Smyrna Beach, Florida 32168, and Kimley-Horn and Associates, Inc. (hereafter CONSULTANT”), located at 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258.

RECITALS

1. The COMMISSION was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts.

2. The COMMISSION wishes to obtain consulting services on a continuing basis.

3. The CONSULTANT is willing to provide such consulting services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS.
The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM.
This Agreement is to become effective upon execution by both parties. The initial term shall be one (1) year.

Additionally, the parties agree that this Agreement may be automatically renewed beyond the initial term, up to three (3) times, unless either party elects to terminate the Agreement by giving written notice prior to the anniversary of the effective date.

SECTION 3. DESCRIPTION OF SERVICES.

3.1 The COMMISSION shall make request of CONSULTANT to perform engineering services on a Task Authorization ("Exhibit A") basis. The COMMISSION will communicate with CONSULTANT orally or in writing providing a description of the task to be performed. CONSULTANT shall generate a detailed scope document including cost and schedule to accomplish the task. The COMMISSION will review the scope document and if approved, notify the CONSULTANT in writing. If a site visit by CONSULTANT is needed to generate the scope document, CONSULTANT shall request approval prior to visiting the site.
3.2 Upon authorization by the COMMISSION, CONSULTANT shall perform the services of design, specification preparation, bid evaluation, construction management services, and all other services which may be set forth in the Scope of Services and authorized by Task Authorization. CONSULTANT shall proceed only on receipt of a written Notice to Proceed defining the Scope of Work, Schedule, Not-to-Exceed Cost, and other applicable terms.

3.3 CONSULTANT shall provide COMMISSION's designated Project Manager with monthly time sheets or labor-cost statements for services rendered during the preceding month. Each time sheet shall state the names and “billing rates of all personnel” who performed services during said month under this Agreement and the number of hours each worked.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 COMMISSION may make changes in the services at any time by giving written notice to CONSULTANT. If such changes increase, decrease or eliminate any amount of work, COMMISSION and CONSULTANT will negotiate any change in total cost or schedule modifications. If COMMISSION approves, COMMISSION shall amend the Scope of Services to reflect the modifications; and CONSULTANT shall be compensated for said services in accordance with the terms of Section 6 herein. All change orders shall be in writing and executed by both COMMISSION's designated representative and the CONSULTANT.

4.2 All of COMMISSION's said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE.

5.1 CONSULTANT shall perform its services in conformance with the agreed upon schedule. CONSULTANT shall complete all of said services in a timely manner and will keep COMMISSION apprised of the status of work on a monthly basis. Should CONSULTANT fail behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to CONSULTANT without COMMISSION's prior written consent, except as provided in Sections 4.1 and 24 herein.

SECTION 6. COMPENSATION FOR SERVICES

COMMISSION agrees to compensate CONSULTANT for services properly performed as negotiated and established in accordance with Sections 3.0 and 4.0 hereof.

SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for CONSULTANT'S services shall be submitted to the COMMISSION at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of CONSULTANT.
7.2 COMMISSION or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of CONSULTANT insofar as they pertain to the direct charges payable by COMMISSION under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by COMMISSION, subject to COMMISSION'S right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by COMMISSION, but the COMMISSION reserves the right to reject any statement which fails to adequately describe the services rendered by CONSULTANT. Upon written notice to CONSULTANT, payment may be withheld, in whole or in part, for CONSULTANT'S failure to comply with a term, condition or requirement of this Agreement. CONSULTANT will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon CONSULTANT'S satisfactory demonstration of compliance to the COMMISSION. Amounts not questioned by COMMISSION shall be promptly paid to CONSULTANT in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION.
COMMISSION or its affiliates shall at all times have the right to review or observe the services performed by CONSULTANT.

No inspection, review, or observation shall relieve CONSULTANT of its responsibility under this Agreement.

SECTION 9. PROGRESS MEETING.
COMMISSION's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required, during the term of this Agreement. CONSULTANT'S Services Project Manager and only appropriate consultants shall attend all scheduled meetings as designated by COMMISSION'S Project Manager, and CONSULTANT shall be compensated at the billing rates set forth in Section 6.

SECTION 10. SAFETY.
To the extent the COMMISSION'S safety standards do not violate other County, State or Federal standards, CONSULTANT agrees to comply with COMMISSION'S safety standards while on the property of the COMMISSION.

CONSULTANT shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.
SECTION 11. REASONABLE ACCESS.
During the term of this Agreement, COMMISSION shall grant CONSULTANT reasonable access to COMMISSION'S premises for purposes of fulfilling its obligations under this Agreement.

SECTION 12. INSURANCE.
12.1 CONSULTANT shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

12.2 CONSULTANT and COMMISSION waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, consultants, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by COMMISSION and shall protect COMMISSION and CONSULTANT to the same extent. All project contractors shall be required to include COMMISSION and CONSULTANT as additional insureds on their general liability insurance policies.

PURSUANT TO §558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL EMPLOYED BY A BUSINESS ENTITY IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT IF ALL PROVISIONS IN SAID STATUTE ARE IN COMPLIANCE.

SECTION 13. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.
13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

13.2 The CONSULTANT covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

13.3 The CONSULTANT agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.
13.4 The CONSULTANT shall comply with all federal, state, and local laws, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

13.5 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

13.6 CONSULTANT is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

13.7 CONSULTANT shall certify Truth in Negotiation document (Exhibit "C") if required.

SECTION 14. CONSULTANT’S REPRESENTATIONS.

On behalf of its employees, agents, servants and contractors, Consultant represents and warrants to the COMMISSION each of the following:

14.1 CONSULTANT represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered. The standard of care applicable to Consultant’s services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided.

14.2 CONSULTANT represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

14.3 CONSULTANT represents that if CONSULTANT, through its negligent acts, errors, or omissions, causes any injury to COMMISSION or causes any physical damage to, or destruction of, any of COMMISSION’s property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

14.4 CONSULTANT represents that none of CONSULTANT’S principals or the immediate family of CONSULTANT’S principals has a compensation arrangement of any kind with COMMISSION. For purposes of this subsection, the term “immediate family” shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes
of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

14.5 CONSULTANT represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

14.6 CONSULTANT represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

14.7 Should CONSULTANT breach the representations set forth above, COMMISSION shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida.

SECTION 15. GUARANTEE AGAINST INFRINGEMENT.
CONSULTANT guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. CONSULTANT shall indemnify, hold harmless, and COMMISSION, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

SECTION 16. INDEMNIFICATION.
CONSULTANT shall, indemnify and hold harmless the COMMISSION, its agents, and employees from all suits, actions, claims, demands, damages, losses, expenses, including reasonable attorney's fees, to the extent caused by any negligent act or omission of the CONSULTANT, its agents, trainees, invitees, servants, or employees.

SECTION 17. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.
17.1 Upon COMMISSION'S or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, CONSULTANT shall provide COMMISSION or its designated Project Leader with a copy of all documents prepared by CONSULTANT under this Agreement. Documents shall be original and PDF versions.

17.2 The parties acknowledge that the COMMISSION is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law.

CONSULTANT has been advised the COMMISSION that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirements of such laws, and for the proper supervision of the services performed pursuant to this Agreement. CONSULTANT
agrees to comply with all COMMISSION policies and procedures in observing the requirement of said laws.

17.3 CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this AGREEMENT. Specifically, the CONSULTANT must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COMMISSION in order to perform the services being performed by the CONSULTANT.
2. Upon request from the COMMISSION custodian of public records, CONSULTANT shall provide the COMMISSION with a copy of the requested records within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COMMISSION all public records in possession of the CONSULTANT upon termination of the AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COMMISSION in a format that is compatible with the information technology systems of the COMMISSION.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-424-3001, 200 CANAL ST, NEW SMYRNA BEACH, FL 32168, DSIMMONS@UCNSNB.ORG.

The CONSULTANT shall promptly provide the COMMISSION with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COMMISSION a copy of the CONSULTANT’S response to each such request. Failure to grant such public access will be grounds for immediate termination of this AGREEMENT by the COMMISSION.

17.4 COMMISSION shall have the right to audit the books, records and accounts of CONSULTANT that are related to the performance of Services pursuant to this Agreement. CONSULTANT shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by COMMISSION, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not
been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COMMISSION to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for COMMISSION disallowance and/or recovery of any payment upon such entry. The CONSULTANT shall retain all records relating to this Agreement for five years after the COMMISSION makes final payment and all other pending matters are closed.

17.5 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COMMISSION. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of COMMISSION and shall be delivered by CONSULTANT to the COMMISSION within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT may be withheld until all documents are received as provided herein.

SECTION 18. ASSIGNMENT

18.1 CONSULTANT shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of COMMISSION. All requirements to be observed by the CONSULTANT shall be observed by all subcontractors.

18.2 If upon receiving written approval from COMMISSION, any part of this Agreement is subcontracted by CONSULTANT, CONSULTANT shall be fully responsible to COMMISSION for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

18.3 If COMMISSION determines that any subcontractor is not performing in accordance with this Agreement, COMMISSION shall so notify CONSULTANT who shall take immediate steps to cancel the subcontract, or correct the deficiency. COMMISSION shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that COMMISSION notifies CONSULTANT in writing of said communication.

18.4 If any part of this Agreement is subcontracted by CONSULTANT prior to commencement of any work by the subcontractor, CONSULTANT shall require the subcontractor to provide COMMISSION with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 19. INDEPENDENT CONTRACTOR.

The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that COMMISSION does not agree to use CONSULTANT exclusively. It is further understood that CONSULTANT is free to contract for similar services to be performed for others while under contract with COMMISSION. The parties expressly acknowledge that CONSULTANT is an independent consultant, and nothing contained in this Agreement will be
deemed or construed to create a partnership or joint venture between COMMISSION and CONSULTANT or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow COMMISSION, or its agents, representative, or employees, to exercise control or direction over the manner or method by which Consultant performs any services which are the subject of this Agreement.

SECTION 20. AUTHORIZATION.
CONSULTANT shall not, without authorization first being given by COMMISSION: a) Use or pledge money or credit of the COMMISSION, except in the usual and regular course of business and on account of or for the benefit of the COMMISSION; b) Release or discharge any debt due to COMMISSION without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the COMMISSION'S property; or d) Cause COMMISSION to become a guarantor, surety, or endorser, or give any note which obligates the COMMISSION.

SECTION 21. TAXES.
CONSULTANT shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to CONSULTANT'S performance of this Agreement.

SECTION 22. DEFAULT.
If, during the term of this Agreement, CONSULTANT shall be in default of any provision of this Agreement, COMMISSION may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided however, that no suspension shall be effective unless and until COMMISSION gives notice of the default to CONSULTANT with at least ten (10) days to cure such default.

SECTION 23. TERMINATION.
23.1 Notwithstanding any other provision of this Agreement, COMMISSION may, upon fifteen (15) days written notice to CONSULTANT, terminate this Agreement if: (a) CONSULTANT is adjudged to be bankrupt; (b) CONSULTANT makes a general assignment for the benefit of its creditors; (c) CONSULTANT fails to comply with any of the conditions or provisions of this Agreement; or (d) CONSULTANT is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy COMMISSION may have under this Agreement; or (e) when deemed by the COMMISSION (in its sole discretion) is in the best interest of the COMMISSION. In the event of such termination, COMMISSION shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

23.2 The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The CONSULTANT shall be paid for all services rendered and expenses incurred
to the effective date of termination, and other reasonable expenses incurred by the CONSULTANT as a result of such termination.

SECTION 24. FORCE MAJEURE.
Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; pandemic; sabotage; strikes; extraordinary breakdown or damage to COMMISSION's generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

SECTION 25. NOTICE.
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For CONSULTANT:

Kimley-Horn and Associates, Inc.
Attn: Kelly Smith, P.E.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, FL 32258
904-730-1974

For COMMISSION:

Utilities Commission, City of New Smyrna Beach, Florida
Attention: Director of Engineering
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 427-1361

SECTION 26. GOVERNING LAW.
This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 27. SEVERABILITY.
In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.
SECTION 28. WAIVER AND ELECTION OF REMEDIES.

28.1 Waiver by COMMISSION of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

28.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

28.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 14, 15 and 16 shall survive the termination or expiration of this Agreement.

SECTION 29. THIRD PARTY RIGHTS.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than COMMISSION and CONSULTANT.

SECTION 30. ENTIRE AGREEMENT.

This Agreement, including the Exhibits "A", "B" and "C", constitutes the entire agreement between COMMISSION and CONSULTANT with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 31. JOINT PREPARATION.

Preparation of this Agreement has been a joint effort of COMMISSION and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
UTILITIES COMMISSION
City of New Smyrna Beach, Florida

REQUEST FOR STATEMENT OF QUALIFICATIONS
PROFESSIONAL SERVICES – MODERNIZATION PLAN
RSQ NO. 20-20

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMMISSION:

UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA

By: ____________________________
    Joseph G. Bunch

Its: General Manager/CEO

ATTEST: ________________________

APPROVED AS TO FORM AND CORRECTNESS:

Utilities Commission Attorney

CONSULTANT:

By: ____________________________
    Joseph H. Mecca, PE

Its: Vice President

ATTEST: ________________________

Its: Assistant Secretary

(CORPORATE SEAL)
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<td>Insurance Requirements</td>
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<td>Truth in Negotiation Certificate and Statement Concerning Competitive Act</td>
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REQUEST FOR STATEMENT OF QUALIFICATIONS
PROFESSIONAL SERVICES – MODERNIZATION PLAN
RSQ NO. 20-20

EXHIBIT "A": TASK AUTHORIZATION FORM

In accordance with the Agreement for Continuing Professional Services between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, hereinafter referred to as "COMMISSION", located at 200 Canal Street, New Smyrna Beach, Florida 32168, and ____________________________, hereinafter referred to as "CONSULTANT", located at ______________, dated ______________, the COMMISSION hereby authorizes CONSULTANT to proceed with the services as set forth in the attached proposal and the following:

Task No.: __________________________________________________________________________

Project No.: ________________________________________________________________________

Consulting Firm: ____________________________________________________________________

Scope of Work: ______________________________________________________________________

(reference separate document)

Estimated Man-Hours: __________________________________________________________________

Estimated Cost: _______________________________________________________________________

Not-to-Exceed Cost: ____________________________________________________________________

Consultant's Project Mgr.: __________________________________________________________________

Commission's Designated Project Leader: __________________________________________________________________

CONSULTANT

Accepted By: __________________________ Date: __________________

(Type) Name & Title: __________________________________________________________________

UTILITIES COMMISSION

Reviewed By: __________________________ Date: __________________

Julie A. Couillard, PE
Director of Engineering

Accepted By: __________________________ Date: __________________

Joseph G. Bunch
General Manager/CEO
UTILITIES COMMISSION  
City of New Smyrna Beach, Florida  

REQUEST FOR STATEMENT OF QUALIFICATIONS  
PROFESSIONAL SERVICES – MODERNIZATION PLAN  
RSQ NO. 20-20

EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the CONSULTANT and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the COMMISSION. It shall be the responsibility of the CONSULTANT and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the CONSULTANT and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The CONSULTANT and its subcontractors shall furnish to the COMMISSION such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the COMMISSION as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the COMMISSION and that the carrier should have no less rating than A - X by A.M. Best and Company. COMMISSION reserves the right to accept or decline carrier providing coverage. 

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the CONSULTANT and its subcontractors shall furnish the COMMISSION with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the COMMISSION in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the CONSULTANT shall immediately provide written notice to the COMMISSION upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for CONSULTANT and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the COMMISSION's office, ATTN: Engineering Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDs: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the CONSULTANT, the COMMISSION and its commissioners, officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the CONSULTANT and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.
IV. WAIVER OF SUBROGATION: The CONSULTANT and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the COMMISSION, its commissioners, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the CONSULTANT and its subcontractors and the Additional Insured’s against all claims arising from bodily injury, sickness, disease, or death of any person other than the CONSULTANT's employees or damage to property of the COMMISSION or others arising out of the act or omission of the CONSULTANT or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage, as well as Completed Operations, Products Liability, Contractual Liability coverage pursuant to the latest edition of the Standard ISO Form CG0001, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: $1,000,000.00 each accident which shall include coverage for liability arising out of all owned, leased, hired, and non-owned vehicles.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the CONSULTANT and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.
Truth in Negotiation Certificate:
For all lump-sums or cost-plus-fixed-fee professional service contracts over $50,000 the Utilities Commission shall require the A/E firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contract negotiations.

Contracts for professional services for all lump sum or cost-plus-a-fixed-fee type of compensation shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one year following the end of the contract.

All records of cost and expenses are available to the Utilities Commission, City of New Smyrna Beach, Florida and shall be maintained throughout this contract upon which the Lump Sum Amount was estimated and finally accepted.

Competitive Negotiations Act:
The architect, registered land surveyor or professional consultant (as applicable), warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the architect, registered land surveyor or professional consultant to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for an architect, registered land surveyor, or professional consultant any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement.

Firm Name: ________________________________
Authorized Signature: ______________________
Name: ______________________ Title: ______________ Date: ______________

STATE OF FLORIDA, COUNTY OF ________________
Before me personally appeared _______________________, to me well known and known to me to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal, this _______ day of _______________, 20__. 

My commission expires ______________________
Notary Public, State of Florida

Witness ______________________ Date ______________________
The Engineering Department is requesting project approval in its entirety for the Sugar Mill Drive 20-Inch Reclaimed Main Relocation Project in the amount of $550,000.00. This project is being funded by W.O. No. 20-UR3000.

The County is redoing a section of road on Sugar Mill Drive, located just north of S.R. 44 in New Smyrna Beach to bring it to current standards. UCNSB was notified to relocate our reclaimed water main to the west side of Sugar Mill in a new easement provided by the development in the area. The project includes the installation of approximately 1,650 LF of 20-inch DR18 PVC reclaimed main, including valves and appurtenances. Also included is the abandonment and grout filling of approximately 1,625 LF of existing 20-inch ductile iron reclaimed main.

ITB#27-20 Sugar Mill Drive 20-Inch Reclaimed Main Relocation was issued on June 24, 2020 and bids will be opened on July 23, 2020. It is the intention of the Engineering Department to return to the Commission to ratify the award of this contract to the most qualified bidder in the August 24, 2020 Commission Meeting.

The Engineering Department estimates the total cost of this project to be $550,000.00 and requesting approval at this time in order to coordinate the work with the County project contractor which is set to go for approval in their July Commission Meeting with construction starting in the August/September time frame.

W.O. No. 20-UR3000

A motion to approve the Sugar Mill Drive 20-inch Reclaimed Main Relocation Project in the amount of $550,000.00, and authorization for the General Manager/CEO or his designee to execute any documents associated with this project.
SUGAR MILL ROAD
20" RECLAIM MAIN RELOCATION
ITB #27-20

EXHIBIT

UTILITIES COMMISSION
CITY OF
NEW SMYRNA BEACH, FLORIDA

DREW A. DAYSON
SCALE: NAT.
DATE: 7/10/2020
APP: J. TIFFANY
REVISIONS
DATE:
Issued:

J. TIFFANY

NTS 1

EXHIBIT A. DAWSON
ENG 7/20/2020

SHEET 1 OF 1
### Project Name:
Relocate 20" Reclaim main in Sugarmill Drive

### Fixed Asset Description:
1650 ft 20" Reclaim Main, associated accessories, grout and fill old main

### Justification for Project:
County is reworking Sugarmill Drive and requires relocation of main

### Alternatives:
None

### Location/Address:
Sugarmill Drive

### Site Preparation or Removal of Existing Assets:
Grout and fill existing main

### Anticipated Start Date:
September-20

### Anticipated Completion Date:
November-20

### Project Manager:
Darren Phegley

### Required Contracts:
County Permit, Coordinate construction with County Contractor

### Proposed Funding Sources:

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<th>Description</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
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### Utilize Commission, City of New Smyrna Beach
FY 2020 Capital Improvement Plan Request - Major Project
330 - Field Operations/Water Distribution
## Agenda Item 4

<table>
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<th>Consent Item</th>
<th>For Meeting Of:</th>
<th>July 27, 2020</th>
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<th>New Business</th>
<th>From:</th>
<th>General Manager/CEO</th>
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<th>Old Business</th>
<th>Signature:</th>
<th>Joseph Bunch</th>
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<tr>
<th>Exhibits:</th>
<th>GM Report for June 2020</th>
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### Subject:
General Manager's Report for June 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

---

**Recommended Action:**

Informational detailed monthly reporting - no action required.

---

**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.
UTILITIES COMMISSION
City of New Smyrna Beach, Florida
MEMORANDUM

DATE: July 2, 2020
TO: Utilities Commissioners
FROM: General Manager/CEO
SUBJECT: GENERAL MANAGER’S MONTHLY SUMMARY REPORT FOR JUNE 2020

AGENDA ITEM 4

EXECUTIVE SUMMARY

Modernization Program.
Integration of the three engineering studies* into the U.C.’s Modernization Project Plan by UMS Group, Inc. is ongoing. (*Grid Modernization Roadmap; Reliability Improvement Planning Study, Phase I, and Water Resources System Operations Assessment and Optimization Plan) Individual on-site meetings with all Directors and UMS were completed in late June. An on-site project status review meeting has been scheduled for mid-July. The Commission’s Modernization Workshop remains scheduled for August 19th at 1:00 p.m.

UCNSB Protection Coordination Study.
Under FMPA’s Master Services Agreement, a Letter of Agreement with Burns & McDonnell was executed by the GM-CEO on 6-29-20 for a new Protection Coordination Study of the U.C.’s electric system, in a not-to-exceed amount of $60,000 (includes expenses). The scope of services includes five tasks with project deliverables. Contracted services include overviews of existing protection standards, practices and procurement, recommended protection standards by configuration, compliance impacts and considerations, an updated WindMil modeling with the specified protection elements, status meetings and milestone discussions, and finalized documentation – new or revised categorized standards and guidance for application by field engineer personnel.

UCNSB Safety Transformation Project.
An Employee Townhall Meeting (via Teams) was held on 6-25-20 to provide information to all U.C. employees regarding the ongoing enterprise safety program project being conducted with SET Solutions LLC for improvements in the U.C.’s organizational safety program - culture and performance. The project includes assessment of the U.C.’s current program, will provide recommendations for improvements and assistance in developing new up-to-date policies/procedures and associated training matrix, as well as a change strategy development to be utilized across the organization. Safety and Departmental safety documentation was compiled during June. An employee electronic Safety Culture Survey was distributed with a completion date of July 10. Completion of this project will ensure the U.C.’s written documentation, training programs and work practices are in alignment with industry best practices and current OSHA standards.

Smith Street Generation – Salvage, Demolition and Decontamination.
Change order no. 4 was executed by the GM-CEO on 6-29-20 in the amount of $46,686.50 to G&S Good Environmental for remediation of contaminated soil, excavation and disposal of an approx. 40’x40’x8’ area on this site. The soil contamination was identified within a previous site assessment report. The impacted soils will be transported and disposed of by Clark Environmental, Inc. The scope of work also includes backfill, on-site project supervision, and report preparation documenting the work conducted and associated findings and recommendations for submittal to the required environmental protection regulatory agency.

10th Street Widening Project – County.
Construction work for this County project will be commencing in July. An informational notice regarding this project was placed on the U.C.’s website. The project includes reconstruction of the railroad crossing and replacement of the existing railroad trestle bridge over Gabordy Canal – dual box culvert. The U.C.’s water and electric infrastructure within the project area must be relocated, in the County right-of-way, and as previously determined and approved, the U.C. is including some upgrading of the affected utilities.
EXECUTIVE SUMMARY (cont.):

Cybersecurity Exercise Planning Group – DECIDE.
Exercise scenario planning activities have commenced with selected contacts from the U.C., the City, the County, and Advent Hospital. The hypothetical cyber event has been scheduled in November and the goal is to protect and safeguard our community’s critical infrastructure by enhancing cybersecurity planning and emergency responses. This effort is being funded through the Department of Homeland Security (DHS) grant and being coordinated by cyber experts from Norwich University, with guidance and support from FMPA’s Cyber Security Manager. This is not unlike annual hurricane tabletop drills. The U.C.’s GM-CEO is functioning as the executive sponsor for this exercise and the Director of I.T. is the U.C.’s key contact for scenario development and exercise preparation.

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>
</tr>
</thead>
<tbody>
<tr>
<td>Gray Robinson / T. Cloud</td>
<td>General Counsel – Gray Robinson / T. Cloud</td>
</tr>
<tr>
<td>Apprvd. by GM/CEO 7-9-20</td>
<td>$27,604.34</td>
</tr>
<tr>
<td>FY2020 Legal Exps. Sub-Total as of 6-10-20</td>
<td>$180,054.95</td>
</tr>
<tr>
<td>FY2020 P.O. No. 00015894</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.
The potable water treatment modification to chlorine for approx. six weeks was completed in June and the water treatment has now been switched back to a chloramine residual in the treatment process.

Communications.

COVID-19 (Coronavirus).
Employee/Customer messaging (status and updates) and associated business continuity planning are continuing. Late fees and cutoffs for non-payment were reinstated on July 1. This emergency suspension had been in place since mid-March. Due to proactive efforts by Customer Service, the number of accounts and associated past due obligation amounts have been steadily decreasing May through June. The fuel adjustment rate was also reinstated in July, after being lowered to $0.00 per 1,000 kWh during May through June. The reinstated rate was lower than the previous rate of $22.68, approved on 6-22-20 at $15.75 per 1,000 kWh. (Recommended to continue at this rate until the completion of the Rate Study.)

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 and also Engineering.
I.T. DEPARTMENT

COMMUNICATION
1. Video Conferencing Standardization
2. Computer Lifecycle Management Solution
3. Enterprise Communication Standardization
4. PRI to SIP Migration
5. Pilot Samsung DeX In-Vehicle Solution
6. SharePoint Intranet Site Development – Phase 1

CENTRAL SERVICES
1. Payroll/HR/Self Service / Business Process – Under Review
2. Enterprise Access Control System

SECURITY/ CYBERSECURITY
1. Organizational Simulated COVID-19 Employee Alert
2. Organizational Interactive Monthly IT Security Awareness Training | Phishing
3. NUARI – Simulated cyber-attack to stress test incident response plans
4. FMPA Joint Action Cybersecurity Assessment
5. Business Continuity/Disaster Recovery Planning / Update
6. Role Based Security Awareness Training Program

FINANCE
1. Paramount Workplace Procurement, Expense Management Software | In Process

WATER RESOURCES
1. Software Monitoring and Control Capabilities | Under Review

SYSTEM OPERATIONS
1. SCADA Upgrade Sys. Ops. – Vendor Delay
2. Switched Ethernet (ASE) Upgrade
3. FRCC/FPL Communication Project
4. RTU Expansion and Enclosure Project

UCNSB / CITY OF NSB COLLABORATION
(Potential cost savings, efficiency and service improvement)
1. Joint Fiber Optic Infrastructure
2. Geographic Information System (GIS) Sharing
3. Data Center Resources Sharing

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

The electric system's Net Energy for Load ("N.E.L.") for June 2020 was 45,499 MWH. This is 0.9% above the amount projected for the month.

N.E.L. is 1.3% below projections for Fiscal Year 2020 to date.

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

On-Site and Remote Generation

- FMPA - St. Lucie Units: 13.8
- Field Street Generation: 0.0
- Total: 13.8%

Contract Purchased Power

- FPL NLF Purchase: 82.9
- Other Purchases: 3.3
- Total: 86.2%

FY2020 FY2019
Peak Load (MW) 103 102
Lowest Valley Load (MW) 32 29
Load Management Relief on Peak (MW) 0 3
Average Degree Cooling Days 14.9 16.5
Average Degree Heating Days 0.0 0.0

St. Lucie #2 operated as expected.

ELECTRIC OPERATIONS DEPARTMENT

Electric Transmission and Distribution:

Maintenance:

T&D crews are continuing routine maintenance and storm hardening throughout the service territory where crews replaced one (1) 15kVA, two (2) 25kVA and two (2) 50kVA polemount transformers along with two (2) pedestals, four (4) 40’ poles, two (2) 45’ poles and one (1) 50’ pole.

1817 Turnbull Lakes Dr.: Replaced a faulted 4/0 underground (URD) secondary cable.
964 Clubhouse Blvd.: Repaired a 3-phase primary URD cable for A, B, and C phase.
326 North Dixie Frwy.: Replaced a vehicle damaged 35’ pole. (w/b generating billing)
200 Roberts St.: Replaced a vehicle damaged pole. (w/b generating billing)
625 Glen Devon: Replaced a vehicle damaged streetlight pole. (hit and run)
3222 Medici Blvd.: Replaced a vehicle damaged streetlight pole. (hit and run)
ELECTRIC OPERATIONS DEPARTMENT - Maintenance (cont.):

206 Canterbury Circle: Replaced a faulted secondary feeder cable.
900 Block of Clubhouse Drive: Repaired a faulted primary URD cable.
859 Schoolway: Replaced a faulted primary URD cable.

Capital:

Beacon Apartments: Pulled in 9,000’ of 3-phase 1/0 primary, installed five (5) 300 kVA padmounts and three (3) 150 kVA padmount transformers.

Fountains East: Installed three (3) pedestals and 250’ of 350 triplex cable.

Cooper and 3rd Ave.: Installed a 65’ composite feeder pole to replace existing wood structure to resolve wood pecker issue.

Airport Road at Venetian Bay: Installed a new 1800 KVAR capacitor bank on Line 12.

Streetlights (New):

The Palms: Installed thirteen (13) new 100 watt high pressure sodium (H.P.S.) decorative street lights.

Osmose Reject Pole Replacement Program:
The Osmose reject replacement program includes 670 rejected poles from the 2010-2019 timeframe. Three hundred twenty-five (325) poles have been replaced to date, with 33 in the month of June, leaving 345 poles to be replaced. The estimated cost of remaining replacements is $832,104.80.
Substation & Relay:

**Smyrna Substation:**
Assisting contractors and monitoring the progress of the station upgrade daily. Several switching orders completed for work clearances on 115kv ring bus for the Cassadaga line relocate as part of this project. Bus work and switches on the low side of the two new Smyrna Substation transformers are in progress. Smyrna Sub. transformer taken out of service for construction work on multiple occasions the month of June. A new 115KV bus installed and welded in place. Below grade conduit continues to be installed between breakers, transformers and the Trenwa.

**Schoolway Substation:**
Installed a new regulator.

**Field Street Substation:**
N2 regulator system on Field St. #1 XFMR leaking, being troubleshot for repair.

**Meter Testing Section:**
Two (2) meters were processed this month, from the field for customer complaints.

**Miscellaneous:**
Two new CT meters were installed and wired.

WATER RESOURCES DEPARTMENT

**Water Treatment:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Treated Monthly Flow</td>
<td>163.905 MG</td>
</tr>
<tr>
<td>Average Daily Demand</td>
<td>5.564  MGD</td>
</tr>
<tr>
<td>Peak Daily Demand</td>
<td>6.534  MGD</td>
</tr>
<tr>
<td>Rainfall/Water Plant</td>
<td>6.24   Inches</td>
</tr>
</tbody>
</table>

End the 2nd six-month cycle for the water distribution maintenance program on June 24th, where the disinfection process was modified from chloramine’s treatment to free chlorine.

WTP staff has begun painting of the Glencoe WTP transfer/transmission pumps, motors and related piping.

Generation Division replaced the radiator, coolant and related hoses on the Glencoe WTP emergency Generator.

This month the St. Johns River Water Management District (SJRWMD) board approved the renewal of the Consumptive Use Permit (CUP). This new CUP reduced the number of monitoring sites as well as some of the sampling requirement frequency.

A new finished water flow meter was installed on the 24-inch low pressure transmission piping that sends treated water to the Smith Street Pump Station. This new meter was a FY 2020 CIP budgeted item and replaced an inaccurate/failing meter.
WATER RESOURCES DEPARTMENT - Water Treatment (cont.):

Water Resources Maintenance installed a pressure sensor on the Western Wellfield discharge piping at W-#15 so we can monitor the raw water main pressure and to see how the operating wells interact with each other. This pressure reading will also help us identify well pump problems/efficiencies so we can improve well operating rotations.

Water Resources Maintenance is preparing the polymer feed system to begin a new round of polymer chemical testing. Once the feed equipment is operational, an evaluation of several products will be tried over a period to determine optimal dosage/feed rates to achieve the best overall performance in the clarification process and filters.

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 three (3) customer concerns that prompted home visitations.

There was **one (1) unplanned outage for June 2020**:  
1) Unplanned PBWN – 851 Schoolway Avenue (40 customers affected)

<table>
<thead>
<tr>
<th>Lab - Wastewater Treatment:</th>
<th>Effluent (24 hr. Comp)</th>
<th>WRF Reuse</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVG CBOD (ppm)</td>
<td>**ppm</td>
<td>3.25 ppm</td>
</tr>
<tr>
<td>AVG TSS (ppm)</td>
<td>**ppm</td>
<td>0.70 ppm</td>
</tr>
<tr>
<td>AVG Total Phosphorus (ppm)</td>
<td></td>
<td>4.68 ppm</td>
</tr>
<tr>
<td>AVG Total Nitrogen (ppm)</td>
<td></td>
<td>3.55 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 106.51/3.55 MGD  
Max. Daily Flow 3.98 MGD  
Bio-solids Removed from WRF Site 178,125 Gallons  
Reclaimed Water Total Flow 99.31 MGD  
WW Plant Total Rainfall 6.62 Inches  
River Discharge Total Flow / Average Daily Flow 0.00 / 0.00  
Pond influent Flow / Augmentation 1.18 MG / 1.42 MG  
Annual Avg. % of Reuse Utilization 100 %

Maintained zero discharge to the river outfall for **11 years (132 months)** consecutively.

Other Item of Interest:
- **WRF Standby Generator experienced a catastrophic failure on June 5th. A portable generator was brought in until repairs to the WRF Generator are completed.**
- **Lift Station #79 experienced a pump failure on June 10th causing an overflow of approximately 25,000 gallons of raw wastewater. The Lift Station has since been repaired and is functioning normally. The incident was reported to DEP as required.**
Lift Stations/Maintenance

Water Treatment Plant (WTP)
- Performed scheduled preventative maintenance and responded to eight (8) work orders from water production.

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 one (1) work order.

Water Reclamation
- Performed scheduled preventative maintenance and completed four (4) work orders.

Lift Stations
- Ran standard preventative maintenance routes and completed fifteen (15) work orders.

Reuse Ponds
- Inspected all reuse pond filling facilities, performed scheduled preventative maintenance and adjusted as needed.

Equipment and Field Ops. Repairs
- Maintenance of small equipment and two (2) specific repair items.

Field Operations Division

Water Distribution

Water Breaks – Major: One major break for the month of June affecting 40 customers – (851 Schoolway Avenue – Contractor boring without active locate ticket.
Minor: Seventeen (17) leaks and minor breaks were repaired on water services with an average outage of 102 minutes.

Callout Time Summary
- The primary callout person had a total of eighty-seven (87) hours
- The secondary callout person(s) had a total of thirty-seven (37) hours
- There was a total of thirty-two (32) emergencies handled for the month of June.

Locates Performed by Contracted Crews (Venegroup)
- Five hundred seven (507) water
- Four hundred forty-eight (448) sewer
- Two hundred sixty-eight (268) reclaim
- One thousand two hundred twenty-three (1,223) locates total
WATER RESOURCES DEPARTMENT (cont.):

Locates Performed by UC (Smith Street)
- Six (6) water
- Four (4) sewer
- One (1) reclaim
- Total of 11 locates performed

Work performed for the Commercial Division included replacement of seventy-five (75) water meters, eighteen (18) meter registers, and eight hundred thirteen (813) other job requests.

Cross Connection Control Program
There were seventy-two (72) backflow preventer devices installed, two hundred ninety-one (291) DDC/RP valves tested, thirty-seven (37) backflow preventor devices repaired, and two hundred two (202) backflow preventor devices painted.

Summary
Sewer Breaks – Minor: Thirteen (13) backups were responded to on customer laterals; all were on the UC side and were relieved with an average time of one hundred eighteen (118) minutes.

Upgrades:
- 401 Canal St. - 5/8” meter

ENGINEERING DEPARTMENT:

General:

1. Protection and Control Study with Burns and McDonnell and FMPA kick-off meeting scheduled for 7-10-20. Project is designed to provide standardized P&C settings and equipment for use on the electric system.

Capital Projects Update:

1. Sugar Mill Electric Upgrade - Contract documents have been completed and a notice to proceed issued, into effect on 7-1-20 with construction to begin around 7-15-20. The project total cost is $1,497,600 and will be funded from W.O. #20-UE1002, with monies spent in FY20 and FY21.

2. WRF PLC Replacement – A preconstruction meeting was held on May 12, 2020. Construction phases have started. The contractor is securing material and gathering information on our current programming and will begin fabrication of equipment in the next several months. The project total cost is $250,000.00 and is funded by W.O.# 20-UP3006. Estimated completion October 2020.
ENGINEERING DEPARTMENT – Capital Projects Update (cont.):

3. Smyrna Substation Expansion – On 6-22-20 UCNSB approved Change Order No. 1 in the amount of $222,665.80 for Team Fishel to install conduit for all feeder exits at the substation. The original contract was for $4,206,311.24 but did not include the scope of work for feeder exits. This change order brings the total amount of the construction portion of the project to $4,428,977.04 which is funded by W.O. Nos. 20-UE1006 and 20-IE1006. The UCNSB team is continuing to pursue the rental of a mobile transformer at the Smyrna Sub. location to support the surrounding areas during the summer heat. Rental of a mobile transformer will allow the construction work to continue uninterrupted by system load constraints.

4. South Beach Pump Station Generator Replacement – ITB# 26-20 South Beach Pump Station Upgrades went out to bid on 6-29-20. The Engineering Dept. will be bringing this project before the Commission on 7-27-20 for full project approval. Previously, Task Authorization No. 4 for ERS Engineering, Inc. was approved for the design work in the amount of $31,600.00 which was funded by W.O.#18-UW139. The bid opening is scheduled for August 18, 2020 which will be followed up with an award ratification at the August Commission meeting.

5. Western Utility Complex – POND created three design and cost estimate options for joint shared fleet facility. Options received and being discussed internally. Next step is joint meeting with City of New Smyrna Beach. Project will be funded by W.O. # 20-UC0005.

6. South Riverside Drive Force Main Replacement – This work was sole sourced to Force Enterprises, Inc. in the amount of $142,543.00. Project was completed and a change order was approved on 6-24-20 for a deduct of $13,960.00 for unused monies. The final payment has been processed and the final cost of this work was $128,583.00. This project was budgeted from W.O. #20-UP3016.

7. Field Street Capacitor Bank – UCNSB awarded the construction contract to Sayers Construction, Inc. in the amount of $773,624.98. Contract documents have received by the contractor and signed by UCNSB. Currently awaiting contractor determination of material lead time so preconstruction meeting can be scheduled and Notice to Proceed issued. 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.

8. Glencoe Wells 2 and 3 Upgrade – CPH completed field survey work on 6-17-20. A meeting with the consultant will be scheduled once drawings from the survey info. is completed. The total project cost is $273,000 and funded by W.O. #20-UW2013 and be bridged between FY20 and FY21.

9. 5th Street Bridge Replacement- On May 26, 2020, UCNSB approved this project in its entirety in the amount of $879,000.00 and the approval of the supplemental agreement/Amendment No. 1 for the electric design work with DRMP, Inc., in the amount of $14,790.00. This project is bridged between FY20 and FY21 and budgeted from W.O. No. 20-UW2012, 20-UP3010 and 20-UE1014.
ENGINEERING DEPARTMENT (cont.):

Interagency Projects Update - City:

1. Fire Hydrant Flow Testing – Work began on 6-1-20, all of Zone 2 has been completed and the contractor, R&M Service Solutions, LLC, has begun Zone 3.

Interagency Projects Update - County:

1. 10th Street Widening (Myrtle Ave. to U.S. 1) – The County issued a notice to proceed on 6-15-20 to P&S Paving. Awaiting scheduling of onsite utility meeting. Clearing and grubbing must take place prior to any utility construction. The UCNSB electric relocation work is anticipated to start sometime in Aug./Sept. 2020.

Interagency Projects Update - FDOT:

1. 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 which was previously executed by the General Manager/CEO to avoid delays in the project. The project is funded by W.O. #’s 20-UW2011, 20-UP3009 and 20-UE1013.

Developer Projects:

1. Coastal Woods Unit D – UCNSB is in the process of releasing the Issued for Construction Plan set for the Electrical Conduit Design.

2. Coastal Woods Commercial 1A – The Underground Electric Conduit plan was issued for construction and are working to establish a pre-construction meeting between the developer and UCNSB staff.

3. Coastal Woods Multi-family (renamed The Cove) - The UCNSB team is working to bid the project of relocating the existing 20” reclaim main out of the County ROW and into the UCNSB utility easement on Sugar Mill Drive at the request of Volusia County. This is to be done prior to the County’s Roadway improvements along Sugar Mill Drive.

4. Beacon Apartments – Project under construction. Water and sewer 90% completed.

5. Oak Leaf Preserve – Electrical pre-construction meeting was held on 5-19-20 and project is under construction.

6. Isles at Venetian Bay – Project under construction.

7. City Hall Annex, City of NSB – Project is under construction. Awaiting close out documents for water, sewer and electric improvements.
ENGINEERING DEPARTMENT – Developer Projects (cont.):

8. River Deck – This project is still working towards completion. Directional drill of the water main under Riverside Drive to service the development is scheduled to take place soon.

New Business:

1. Attended a City Technical Review Staff (TRS) meeting in June to discuss the following projects:
   • SP-6-20 Holiday Inn Express & Suite
   • SP-5-20 Donatti Boat Storage
   • SP-4-20 177 N. Causeway – Marina Expansion

2. Attended Pre-Site Plan (Application submittal), City Ready/Due Diligence Meetings to discuss the following projects:
   • Marla Nace – 907 S. Atlantic Ave – Lot access
   • Kevin Mount/Flaunt Electrics, Inc – 304 Flagler Ave- Change of use to Bicycle Shop Rental/Tours
   • Ian Carrey – 1001 W. Canal St – Change of use to restaurant/dog park
   • Steve Hillar – 472 N. Causeway – Offices and living unit addition
   • William Norris – 765 3rd Ave – Shell Gas Station Renovation

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 Unit 1B– February 2020 - Infrastructure fee deferral approved on 3-23-20

4. Submitted City of NSB Right-of-Way Use Permits for the following projects:
   • 628 Art Center Ave- City R/W permit – Gravity Sanitary Sewer Lateral

5. The following Demolition Notification Request processed during this month
   • 202 S. Atlantic Avenue
ENGINEERING DEPARTMENT – New Business (cont.):

New Projects:

Table 1 – Service and Meter Set Fees Paid:

<table>
<thead>
<tr>
<th>Description</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Capacity Fees Based on 5/8” Meter</td>
<td>46</td>
</tr>
<tr>
<td>Wastewater Capacity Fees Based on 5/8” Meter</td>
<td>43</td>
</tr>
<tr>
<td>Reclaimed Water Capacity Fees Based on ¾” Meter</td>
<td>32</td>
</tr>
<tr>
<td>Reclaimed Water Capacity Fees Based on 1” Meter</td>
<td>1</td>
</tr>
<tr>
<td>Meter Setting Fees for Water – 5/8” Meter</td>
<td>46</td>
</tr>
<tr>
<td>Temporary construction/fire hydrant meter – 2” Meter</td>
<td>2</td>
</tr>
<tr>
<td>Meter Setting Fees for Reclaimed – 3/4” Meter</td>
<td>32</td>
</tr>
<tr>
<td>Meter Setting Fees for Reclaimed – 1” Meter</td>
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<tr>
<td>Temporary Underground Electric Services</td>
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<tr>
<td>Permanent Underground Electric Services</td>
<td>53</td>
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<tr>
<td>Temporary Overhead Electric</td>
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Table 2 – Requests for New Service (2018-2020):

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<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>No. of New Homes</td>
<td>No. of Condo Units</td>
<td>No. of Town Home Units</td>
<td>No. of New Homes</td>
<td>No. of Condo Units</td>
<td>No. of Town Home Units</td>
<td>No. of New Homes</td>
<td>No. of Condo Units</td>
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<td>37</td>
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<td>Aug.</td>
<td>10</td>
<td>9</td>
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<td>0</td>
<td>0</td>
<td>Sept.</td>
<td>51</td>
<td>0</td>
<td>0</td>
<td>Sept.</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>
</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>
</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>
</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>
</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.
CENTRAL SERVICES DEPARTMENT (cont.):

Payroll and Benefits:
Engaged Retirement Advisory services, SageView Advisory Group, who will be reviewing the U.C.’s retirement plans, reduce plan fees, and ensure investment funds are appropriate and beneficial to employees.

Employee Health & Wellness:
Workplace Wellness placed on hold for the month of June; returning in July.

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

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.

Safety & Risk Management:
Safety during the month of June continued to focus on hygiene and social distancing to protect employees against COVID-19.

Engaged Safety Consultant services, SET Solutions, and held Leadership Kickoff sessions and an Employee Townhall to introduce the project. Safety Culture surveys to be completed in July.


Fleet and Facilities Management:

The 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.
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.
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: July 27, 2020

NEW BUSINESS FROM: Director of Finance/CFO

OLD BUSINESS SIGNATURE: Efren Chavez

General Manager's Report EXHIBITS: June 2020 Financial Statement

SUBJECT: June 2020 Monthly Financial Statement

SUMMARY:


RECOMMENDED ACTION:


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 June 30, 2020, the allowance for doubtful accounts was $102,112. This is an estimate of uncollectable customer accounts receivable based on historical trends.

Other Receivable
As of June 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 June 30, 2020, Unbilled Accounts Receivable was $3,026,562. The ($5,878,561) 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 $191,234 was contributed for the Combined System a detailed breakdown is listed below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric -</td>
<td>$173,954</td>
</tr>
<tr>
<td>Water -</td>
<td>$8,005</td>
</tr>
<tr>
<td>Wastewater -</td>
<td>$9,275</td>
</tr>
</tbody>
</table>

**Long-Term Debt**
Long-term debt outstanding at June 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>$1,900,000</td>
</tr>
<tr>
<td>serially to 2020, debt service requirements allocated as follows: Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50.66%, Water 15.69%, and Reclaimed 33.65%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities System Refunding Revenue Certificates, Series 2013A - 2.26% due</td>
<td>$ 0.00</td>
<td>$8,840,000</td>
</tr>
<tr>
<td>serially to 2027, debt service requirements allocated as follows: Reclaimed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities System Refunding Revenue Certificates, Series 2013B - 2.32% due</td>
<td>$ 0.00</td>
<td>$6,485,000</td>
</tr>
<tr>
<td>serially to 2027, debt service requirements allocated as follows: Water 100.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities System Refunding Revenue Certificates, Series 2013A - 2.26% due</td>
<td>$ 0.00</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>Series 2020 Bond Refunding ($12,815,000.00) all of its outstanding Utilities</td>
<td>$12,815,000</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>System Revenue Certificate, Series 2009, 2013A and 2013B collectively the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;Refunded Certificate&quot;. Due serially to 2027. Debt services requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>allocated as follows: Water 42.32% and Reclaimed 57.68%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Series 2020 Bond ($57,695,000.00) Due serially to 2049. Debt services</td>
<td>$57,695,000</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>requirements allocated as follows: Electric 49.80%, Water 23.80% and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reclaimed 26.40%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL OUTSTANDING LONG-TERM DEBT</td>
<td>$69,455,000</td>
<td>$17,225,000</td>
</tr>
</tbody>
</table>
Current Maturities:

<table>
<thead>
<tr>
<th>Series</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series 2009 Certificates</td>
<td>$0.00</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>$0.00</td>
<td>$280,000</td>
</tr>
<tr>
<td>Series 2013B Certificate</td>
<td>$0.00</td>
<td>$725,000</td>
</tr>
<tr>
<td>CURRENT MATURITIES</td>
<td>$1,055,000</td>
<td>$5,520,000</td>
</tr>
<tr>
<td>LONG-TERM PORTION OF DEBT</td>
<td>$69,455,000</td>
<td>$17,225,000</td>
</tr>
<tr>
<td>TOTAL DEBT (NET OF UNAMORTIZED DISCOUNT)</td>
<td>$70,510,000</td>
<td>$22,745,000</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></td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>2020 Refunding</td>
<td>42.32%</td>
<td>57.68%</td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td>49.80%</td>
<td>23.80%</td>
<td>26.40%</td>
</tr>
</tbody>
</table>

Series 2020 Bonds

The Series 2020 Bonds were issued on Thursday, June 4th with an All-In Total Interest Cost (All-in TIC) of 2.76%. Series 2020 Bond proceeds refunded all outstanding debt, provided funds for bond issuance costs and provided $65 million for capital improvement projects. The Balance Sheet and Income Statement reflect the updated debt and interest expense totals. As part of the Series 2020 Bond issuance, there were interest savings of approximately $1 million on the outstanding UC debt.

COMMITMENTS

Construction Work-In-Progress: As of June 30, 2020, approximately 18.5 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 reduction of the Fuel and Purchase Power rate to zero due to the COVID-19 pandemic relief effort, a U.C. customer who uses 1,200 kWh per month has a monthly bill of $97.39, which is the second lowest in the State, according to the May 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, also with the reduction of the Fuel and Purchase Power rate to zero, a non-demand 1,500 kWh per month commercial customer has a monthly bill of $117.80, which is the second 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

<table>
<thead>
<tr>
<th>Combined Financial Highlights</th>
<th>YTD June, 2020</th>
<th>YTD June, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenues</td>
<td>$41,386,860</td>
<td>$43,779,298</td>
<td>-5.46%</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>43,276,308</td>
<td>43,897,803</td>
<td>-1.42%</td>
</tr>
<tr>
<td>Interest &amp; other income</td>
<td>782,143</td>
<td>1,208,272</td>
<td>-35.27%</td>
</tr>
<tr>
<td>Interest Expense &amp; other non-operating exp.</td>
<td>1,550,441</td>
<td>732,348</td>
<td>111.71%</td>
</tr>
<tr>
<td>Income before contributions</td>
<td>(2,657,746)</td>
<td>357,419</td>
<td>-843.59%</td>
</tr>
<tr>
<td>Capital Contributions</td>
<td>3,623,896</td>
<td>10,397,588</td>
<td>-65.15%</td>
</tr>
<tr>
<td>Utility plant, net</td>
<td>196,682,494</td>
<td>186,504,957</td>
<td>5.46%</td>
</tr>
<tr>
<td>Total assets</td>
<td>302,292,463</td>
<td>238,305,654</td>
<td>26.85%</td>
</tr>
<tr>
<td>Long-term debt, net</td>
<td>79,183,307</td>
<td>17,225,000</td>
<td>359.70%</td>
</tr>
<tr>
<td>Net assets</td>
<td>202,999,157</td>
<td>199,080,654</td>
<td>1.89%</td>
</tr>
<tr>
<td>Debt Service Coverage Ratio*</td>
<td>2.25</td>
<td>2.65</td>
<td>-15.06%</td>
</tr>
</tbody>
</table>

## Electric Financial Highlights

| Operating Revenues                            | $27,565,492    | $30,123,576    | -8.49%              |
| Fuel & Purchased Power Expense                | 12,903,151     | 13,963,829     | -7.60%              |
| Operating & Maintenance Expense               | 16,252,215     | 16,864,209     | -3.63%              |
| Change in Net Assets                          | (902,869)      | 1,639,880      | -155.06%            |

## Water Financial Highlights

| Operating Revenues                            | $6,125,570     | $6,173,417     | -0.78%              |
| Operating & Maintenance Expense               | 6,956,847      | 6,590,208      | 5.56%               |
| Change in Net Assets                          | 193,128        | 2,920,319      | -93.39%             |

## Reclamation Financial Highlights

| Operating Revenues                            | $7,695,799     | $7,482,305     | 2.85%               |
| Operating & Maintenance Expense               | 7,164,096      | 6,479,557      | 10.56%              |
| Change in Net Assets                          | 1,675,893      | 6,194,808      | -72.95%             |

**Notes:**

The June 2020 YTD Electric System Change in Net Assets of ($0.9M) was approximately $2.5M lower than the prior year driven by fuel charge set to zero totaled ($1.6M), lower capital contributions and one-time Series 2020 Bond Issuance costs of ($0.4M) partially offset by one-time AT&T pole rental settlement of $0.275M. Total kWh sales are flat with the prior year.

The June 2020 YTD Water System Change in Net Assets of $0.2M was approximately $2.7M less than prior year driven by lower capital contributions, higher operating expenses and one-time Series 2020 Bond Issuance costs of ($0.2M). June 2020 YTD revenues are slightly lower than prior year YTD revenues. Kilogallon sales are flat to the prior year.

The June 2020 YTD Wastewater/Reclaim System Change in Net Assets of $1.7M was approximately $4.5M less than the prior year driven by lower capital contributions, increased operating expenses and one-time Series 2020 Bond Issuance costs of ($0.2M) partially offset by higher revenues. June YTD wastewater/reuse kilogallon sales and revenues are higher than the prior year.
### Electric Statistical Highlights

<table>
<thead>
<tr>
<th></th>
<th>June, 2020</th>
<th>June, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales (kWh)</td>
<td>38,294,477</td>
<td>40,447,511</td>
<td>-5.32%</td>
</tr>
<tr>
<td>Demand Sales (kWh)</td>
<td>11,111,224</td>
<td>12,497,614</td>
<td>-11.09%</td>
</tr>
<tr>
<td>Total Active Accounts</td>
<td>29,741</td>
<td>28,740</td>
<td>3.48%</td>
</tr>
<tr>
<td>Average Residential Use (kWh)</td>
<td>1,028</td>
<td>1,097</td>
<td>-6.30%</td>
</tr>
<tr>
<td>Average Residential Revenue per kWh</td>
<td>$0.0813</td>
<td>$0.1037</td>
<td>$(0.0224)</td>
</tr>
</tbody>
</table>

### Water Statistical Highlights

<table>
<thead>
<tr>
<th></th>
<th>June, 2020</th>
<th>June, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales (kilogallons)</td>
<td>149,650</td>
<td>158,882</td>
<td>-5.81%</td>
</tr>
<tr>
<td>Total Active Accounts</td>
<td>28,192</td>
<td>27,358</td>
<td>3.05%</td>
</tr>
<tr>
<td>Average Usage per Account (gallons)</td>
<td>5,308</td>
<td>5,808</td>
<td>-8.60%</td>
</tr>
<tr>
<td>Average Revenue per gallon</td>
<td>$0.0046</td>
<td>$0.0045</td>
<td>$0.0001</td>
</tr>
</tbody>
</table>

### Wastewater Statistical Highlights

<table>
<thead>
<tr>
<th></th>
<th>June, 2020</th>
<th>June, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales</td>
<td>85,103</td>
<td>84,213</td>
<td>1.06%</td>
</tr>
<tr>
<td>Total Active Accounts</td>
<td>22,875</td>
<td>22,076</td>
<td>3.62%</td>
</tr>
<tr>
<td>Average Usage per Account (gallons)</td>
<td>3,720</td>
<td>3,815</td>
<td>-2.47%</td>
</tr>
<tr>
<td>Average Revenue per gallon</td>
<td>$0.0093</td>
<td>$0.0093</td>
<td>$0.0001</td>
</tr>
</tbody>
</table>

### Reuse Statistical Highlights

<table>
<thead>
<tr>
<th></th>
<th>June, 2020</th>
<th>June, 2019</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales (kilo gallons)</td>
<td>63,051</td>
<td>65,555</td>
<td>-3.82%</td>
</tr>
<tr>
<td>Total Active Accounts</td>
<td>3,111</td>
<td>2,600</td>
<td>19.65%</td>
</tr>
<tr>
<td>Average Usage per Account (gallons)</td>
<td>20,267</td>
<td>25,213</td>
<td>-19.62%</td>
</tr>
<tr>
<td>Average Revenue per gallon</td>
<td>$0.0014</td>
<td>$0.0013</td>
<td>$0.0001</td>
</tr>
</tbody>
</table>

Current Ratio 1.53
Year-to-Date Margin Per Account

Nine Months Ended - June 30, 2020

-63.06
### UTILITIES COMMISSION
City of New Smyrna Beach, Florida

**June-20**

**STATISTICAL COMPARISON - SALES**

<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>Jun-20</td>
<td>Jun-19</td>
<td>% (Change +/-)</td>
</tr>
<tr>
<td>Residential</td>
<td>26,914,408</td>
<td>27,682,579</td>
<td>-2.77%</td>
</tr>
<tr>
<td>General Services</td>
<td>11,111,224</td>
<td>12,497,614</td>
<td>-11.09%</td>
</tr>
<tr>
<td>Street Lights</td>
<td>268,845</td>
<td>267,318</td>
<td>0.57%</td>
</tr>
<tr>
<td></td>
<td>38,294,477</td>
<td>40,447,511</td>
<td>-5.32%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WATER</th>
<th>M. GAL SALES</th>
<th>NO. ACCTS BILLED</th>
<th>REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jun-20</td>
<td>Jun-19</td>
<td>% (Change +/-)</td>
</tr>
<tr>
<td>Metered Sales</td>
<td>149,650</td>
<td>158,882</td>
<td>-5.81%</td>
</tr>
<tr>
<td>Hydrants</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>149,650</td>
<td>158,882</td>
<td>-5.81%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WASTEWATER</th>
<th>NO. ACCTS BILLED</th>
<th>REVENUE</th>
<th>% (Change +/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic &amp; Commer.</td>
<td>22,875</td>
<td>22,076</td>
<td>3.62%</td>
</tr>
<tr>
<td>Domestic &amp; Commer.</td>
<td>22,875</td>
<td>22,076</td>
<td>3.62%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WATER REUSE</th>
<th>NO. ACCTS BILLED</th>
<th>REVENUE</th>
<th>% (Change +/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic &amp; Commer.</td>
<td>3,111</td>
<td>2,600</td>
<td>19.65%</td>
</tr>
<tr>
<td>Domestic &amp; Commer.</td>
<td>3,111</td>
<td>2,600</td>
<td>19.65%</td>
</tr>
</tbody>
</table>

Fuel and Purchased Power Adjustment

- June-20: $0.00 per 1,000 kWh
- June-19: $22.68 per 1,000 kWh

(1) Net of Load Management Credits

- June-20: (15,710.72)
- June-19: (15,894.44)
**UTILITIES COMMISSION**  
**CITY OF NEW SMYRNA BEACH, FLORIDA**  
**STATEMENT OF NET ASSETS (UNAUDITED)**  
*For the Nine Months Ending June 30, 2020*

### ASSETS

**UTILITY PLANT IN SERVICE:**

<table>
<thead>
<tr>
<th>Plant Type</th>
<th>2020</th>
<th>1920</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Plant</td>
<td>$109,880,947</td>
<td>$105,279,257</td>
</tr>
<tr>
<td>Water Plant</td>
<td>75,397,354</td>
<td>73,203,303</td>
</tr>
<tr>
<td>Wastewater/Reclamation Plant</td>
<td>79,694,100</td>
<td>75,505,429</td>
</tr>
<tr>
<td>Water Reuse Plant</td>
<td>15,871,757</td>
<td>15,574,240</td>
</tr>
<tr>
<td>General Plant</td>
<td>43,505,150</td>
<td>41,306,478</td>
</tr>
<tr>
<td><strong>Less Accumulated Depreciation and Amortization</strong></td>
<td>$(146,122,248)</td>
<td>$(139,645,062)</td>
</tr>
<tr>
<td><strong>TOTAL UTILITY PLANT (NET)</strong></td>
<td>$324,349,308</td>
<td>$310,868,707</td>
</tr>
</tbody>
</table>

**CONSTRUCTION WORK IN PROGRESS**

<table>
<thead>
<tr>
<th>2020</th>
<th>1920</th>
</tr>
</thead>
<tbody>
<tr>
<td>$178,227,060</td>
<td>$171,223,645</td>
</tr>
</tbody>
</table>

**TOTAL RESTRICTED ASSETS**

<table>
<thead>
<tr>
<th>2020</th>
<th>1920</th>
</tr>
</thead>
<tbody>
<tr>
<td>$96,360,752</td>
<td>$41,383,595</td>
</tr>
</tbody>
</table>

**CURRENT ASSETS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2020</th>
<th>1920</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>4,391,931</td>
<td>378,816</td>
</tr>
<tr>
<td>Accounts Receivable (Net)</td>
<td>2,737,504</td>
<td>3,650,087</td>
</tr>
<tr>
<td>Other Receivable - Disaster Assistance (Net)</td>
<td>304,929</td>
<td>843,115</td>
</tr>
<tr>
<td>Unbilled Accounts Receivable</td>
<td>3,026,562</td>
<td>3,942,511</td>
</tr>
<tr>
<td>(Over) Under Recovery Fuel Cost</td>
<td>(5,878,561)</td>
<td>(2,740,067)</td>
</tr>
<tr>
<td>Inventories</td>
<td>2,491,128</td>
<td>2,370,965</td>
</tr>
<tr>
<td>Prepaid Expenses and Other Assets</td>
<td>358,189</td>
<td>428,852</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td>$7,431,682</td>
<td>$8,874,279</td>
</tr>
</tbody>
</table>

**DEFERRED CHARGES AND OTHER NON CURRENT ASSETS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2020</th>
<th>1920</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Outflows on Pensions</td>
<td>874,526</td>
<td>869,386</td>
</tr>
<tr>
<td>Unamortized Debt Expense</td>
<td>97,025</td>
<td></td>
</tr>
<tr>
<td>Deferred Charges &amp; Other Assets</td>
<td>845,984</td>
<td>673,437</td>
</tr>
<tr>
<td><strong>TOTAL DEF. CHARGES AND OTHER ASSETS</strong></td>
<td>$1,817,535</td>
<td>$1,542,823</td>
</tr>
</tbody>
</table>

**TOTAL ASSETS**

<table>
<thead>
<tr>
<th>2020</th>
<th>1920</th>
</tr>
</thead>
<tbody>
<tr>
<td>$302,292,463</td>
<td>$238,305,654</td>
</tr>
</tbody>
</table>
**UTILITIES COMMISSION**  
**CITY OF NEW SMYRNA BEACH, FLORIDA**  
**STATEMENT OF NET ASSETS (UNAUDITED)**  
For the Nine Months Ending June 30, 2020

### LIABILITIES AND NET ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invested in Utility Plant, Net of Related Debt</td>
<td>$111,027,007</td>
</tr>
<tr>
<td>Restricted for Debt Service</td>
<td>12,539,107</td>
</tr>
<tr>
<td>Restricted for Renewal &amp; Replacement</td>
<td>6,586,206</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>71,876,847</td>
</tr>
<tr>
<td>YTD Profit/(Loss)</td>
<td>966,150</td>
</tr>
<tr>
<td><strong>TOTAL NET ASSETS</strong></td>
<td><strong>$202,995,317</strong></td>
</tr>
<tr>
<td><strong>LONG TERM DEBT:</strong></td>
<td></td>
</tr>
<tr>
<td>Revenue Certificates Payable</td>
<td>69,455,000</td>
</tr>
<tr>
<td>Plus: Unamortized Premium on Long Term Debt</td>
<td>10,183,307</td>
</tr>
<tr>
<td><strong>TOTAL LONG TERM DEBT</strong></td>
<td><strong>79,638,307</strong></td>
</tr>
<tr>
<td><strong>RESTRICTED FUND LIABILITIES:</strong></td>
<td></td>
</tr>
<tr>
<td>Revenue Certificates Payable (Current Portion)</td>
<td>1,055,000</td>
</tr>
<tr>
<td>Interest on Long Term Debt Payable</td>
<td>226,312</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>1,035,055</td>
</tr>
<tr>
<td>Retainage Payable</td>
<td>250,000</td>
</tr>
<tr>
<td>Customers Deposits</td>
<td>3,194,360</td>
</tr>
<tr>
<td>Developer Infrastructure</td>
<td>4,639,654</td>
</tr>
<tr>
<td>Deferred Inflows on Pensions</td>
<td>398,360</td>
</tr>
<tr>
<td><strong>TOTAL RESTRICTED FUND LIABILITIES</strong></td>
<td><strong>10,798,741</strong></td>
</tr>
<tr>
<td><strong>CURRENT LIABILITIES:</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>3,301,262</td>
</tr>
<tr>
<td>Accrued Liabilities</td>
<td>390,914</td>
</tr>
<tr>
<td>Due to Other Governments</td>
<td>1,165,499</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT LIABILITIES</strong></td>
<td><strong>4,857,675</strong></td>
</tr>
<tr>
<td><strong>OTHER NONCURRENT LIABILITIES:</strong></td>
<td></td>
</tr>
<tr>
<td>Deferred Compensated Absences</td>
<td>532,984</td>
</tr>
<tr>
<td>OPEB Obligation</td>
<td>847,028</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>2,622,411</td>
</tr>
<tr>
<td><strong>TOTAL OTHER NONCURRENT LIABILITIES</strong></td>
<td><strong>4,002,423</strong></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>99,297,146</strong></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND NET ASSETS</strong></td>
<td><strong>$302,292,463</strong></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 Nine Months Ending June 30, 2020**

<table>
<thead>
<tr>
<th></th>
<th>June 20</th>
<th>FISCAL YEAR TO DATE</th>
<th>June 19</th>
<th>FISCAL YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING REVENUE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>$5,799,622</td>
<td>$40,972,723</td>
<td>$6,294,978</td>
<td>$43,293,614</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>35,769</td>
<td>414,137</td>
<td>53,143</td>
<td>485,684</td>
</tr>
<tr>
<td>TOTAL OPERATING REVENUES</td>
<td>5,835,391</td>
<td>41,386,860</td>
<td>6,348,121</td>
<td>43,779,298</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel &amp; Purchased Power Expense</td>
<td>1,838,942</td>
<td>12,903,151</td>
<td>1,868,903</td>
<td>13,963,829</td>
</tr>
<tr>
<td>Other Production Expense</td>
<td>778,641</td>
<td>5,942,525</td>
<td>785,675</td>
<td>7,276,635</td>
</tr>
<tr>
<td>Transmission, Distrib. &amp; Coll.</td>
<td>728,553</td>
<td>6,194,584</td>
<td>641,704</td>
<td>5,726,711</td>
</tr>
<tr>
<td>Customer Accounting</td>
<td>113,684</td>
<td>819,051</td>
<td>99,373</td>
<td>1,013,689</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>753,873</td>
<td>8,313,210</td>
<td>831,249</td>
<td>7,437,392</td>
</tr>
<tr>
<td>Required Payments to City of NSB</td>
<td>285,994</td>
<td>2,655,221</td>
<td>351,312</td>
<td>2,699,127</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td>745,530</td>
<td>6,448,566</td>
<td>643,457</td>
<td>5,780,420</td>
</tr>
<tr>
<td>TOTAL OPERATING EXPENSES</td>
<td>5,245,217</td>
<td>43,276,308</td>
<td>5,221,673</td>
<td>43,897,803</td>
</tr>
<tr>
<td>OPERATING INCOME(LOSS)</td>
<td>590,174</td>
<td>(1,889,448)</td>
<td>1,126,448</td>
<td>(118,505)</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>8,470</td>
<td>250,415</td>
<td>58,614</td>
<td>570,916</td>
</tr>
<tr>
<td>Other Income</td>
<td>56,775</td>
<td>531,728</td>
<td>52,251</td>
<td>637,356</td>
</tr>
<tr>
<td>TOTAL NON-OPERATING INCOME</td>
<td>65,245</td>
<td>782,143</td>
<td>111,365</td>
<td>1,208,272</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>230,368</td>
<td>542,988</td>
<td>55,981</td>
<td>503,833</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>762,524</td>
<td>1,007,453</td>
<td>4,819</td>
<td>228,515</td>
</tr>
<tr>
<td>TOTAL NON-OPERATING EXPENSES</td>
<td>992,892</td>
<td>1,550,441</td>
<td>60,800</td>
<td>732,348</td>
</tr>
<tr>
<td>INCOME BEFORE CONTRIBUTIONS</td>
<td>(337,473)</td>
<td>(2,657,746)</td>
<td>1,177,013</td>
<td>357,419</td>
</tr>
<tr>
<td>CAPITAL CONTRIBUTIONS</td>
<td>529,928</td>
<td>3,623,896</td>
<td>737,036</td>
<td>10,397,588</td>
</tr>
<tr>
<td>CHANGE IN NET ASSETS</td>
<td>$192,455</td>
<td>$966,150</td>
<td>$1,914,049</td>
<td>$10,755,007</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 Nine Months Ending June 30, 2020

<table>
<thead>
<tr>
<th></th>
<th>June 20</th>
<th>FISCAL YEAR TO DATE</th>
<th>June 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>$4,137,039</td>
<td>$27,316,934</td>
<td>$4,586,925</td>
<td>$29,821,004</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>18,165</td>
<td>248,558</td>
<td>32,590</td>
<td>302,572</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING REVENUES</strong></td>
<td>4,155,204</td>
<td>27,565,492</td>
<td>4,619,515</td>
<td>30,123,576</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel &amp; Purchased Power Expense</td>
<td>1,838,942</td>
<td>12,903,151</td>
<td>1,868,903</td>
<td>13,963,829</td>
</tr>
<tr>
<td>Other Production Expense</td>
<td>468,167</td>
<td>4,023,745</td>
<td>579,820</td>
<td>5,254,375</td>
</tr>
<tr>
<td>Transmission, Distrib &amp; Collection</td>
<td>334,594</td>
<td>3,072,350</td>
<td>331,639</td>
<td>2,695,517</td>
</tr>
<tr>
<td>Customer Accounting</td>
<td>70,562</td>
<td>354,349</td>
<td>55,100</td>
<td>583,288</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>396,210</td>
<td>4,412,498</td>
<td>465,799</td>
<td>4,068,501</td>
</tr>
<tr>
<td>Required Payments to City of NSB</td>
<td>190,689</td>
<td>1,825,482</td>
<td>254,994</td>
<td>1,888,221</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td>282,610</td>
<td>2,563,791</td>
<td>257,722</td>
<td>2,374,307</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td>3,581,774</td>
<td>29,155,366</td>
<td>3,813,977</td>
<td>30,828,038</td>
</tr>
<tr>
<td><strong>OPERATING INCOME(LOSS)</strong></td>
<td>573,430</td>
<td>(1,589,874)</td>
<td>805,538</td>
<td>(704,462)</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>4,409</td>
<td>131,343</td>
<td>31,244</td>
<td>275,160</td>
</tr>
<tr>
<td>Other Income</td>
<td>44,932</td>
<td>413,895</td>
<td>47,470</td>
<td>489,710</td>
</tr>
<tr>
<td><strong>TOTAL NON-OPERATING INCOME</strong></td>
<td>49,341</td>
<td>545,238</td>
<td>78,714</td>
<td>764,870</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>114,723</td>
<td>145,975</td>
<td>10,610</td>
<td>95,490</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>380,036</td>
<td>476,799</td>
<td>3,439</td>
<td>192,598</td>
</tr>
<tr>
<td><strong>TOTAL NON-OPERATING EXPENSES</strong></td>
<td>494,759</td>
<td>622,754</td>
<td>14,049</td>
<td>288,088</td>
</tr>
<tr>
<td><strong>INCOME BEFORE CONTRIBUTIONS</strong></td>
<td>128,012</td>
<td>(1,667,390)</td>
<td>870,203</td>
<td>(227,680)</td>
</tr>
<tr>
<td><strong>CAPITAL CONTRIBUTIONS</strong></td>
<td>348,298</td>
<td>764,521</td>
<td>222,394</td>
<td>1,867,560</td>
</tr>
<tr>
<td><strong>CHANGE IN NET ASSETS</strong></td>
<td>$476,310</td>
<td>($992,869)</td>
<td>$1,092,597</td>
<td>$1,639,880</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)**  
**Water System**  
**For the Nine Months Ending June 30, 2020**

<table>
<thead>
<tr>
<th></th>
<th>June 20</th>
<th>FISCAL YEAR TO DATE</th>
<th>June 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>$726,008</td>
<td>$5,965,725</td>
<td>$812,985</td>
<td>$5,997,051</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>17,210</td>
<td>159,845</td>
<td>19,836</td>
<td>176,366</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING REVENUES</strong></td>
<td>743,218</td>
<td>6,125,570</td>
<td>832,821</td>
<td>6,173,417</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Production Expense</td>
<td>310,473</td>
<td>1,918,780</td>
<td>205,854</td>
<td>2,022,260</td>
</tr>
<tr>
<td>Transmission, Distrib. &amp; Collection</td>
<td>56,088</td>
<td>692,196</td>
<td>86,987</td>
<td>729,932</td>
</tr>
<tr>
<td>Customer Accounting</td>
<td>23,935</td>
<td>258,022</td>
<td>24,596</td>
<td>238,864</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>168,122</td>
<td>1,880,331</td>
<td>174,877</td>
<td>1,623,670</td>
</tr>
<tr>
<td>Required Payments to City of NSB</td>
<td>42,314</td>
<td>367,784</td>
<td>44,333</td>
<td>364,844</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td>229,756</td>
<td>1,839,734</td>
<td>179,246</td>
<td>1,610,638</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td>871,588</td>
<td>6,956,847</td>
<td>715,893</td>
<td>6,590,208</td>
</tr>
<tr>
<td><strong>OPERATING INCOME(LOSS)</strong></td>
<td></td>
<td></td>
<td>(128,370)</td>
<td>(831,277)</td>
</tr>
<tr>
<td><strong>NON-OPERATING REVENUES:</strong></td>
<td></td>
<td></td>
<td>116,928</td>
<td>(416,791)</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>2,557</td>
<td>71,583</td>
<td>17,101</td>
<td>150,521</td>
</tr>
<tr>
<td>Other Income</td>
<td>8,681</td>
<td>57,940</td>
<td>2,421</td>
<td>77,139</td>
</tr>
<tr>
<td><strong>TOTAL NON-OPERATING INCOME</strong></td>
<td>11,238</td>
<td>129,523</td>
<td>19,522</td>
<td>227,660</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>54,828</td>
<td>166,062</td>
<td>17,225</td>
<td>155,028</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>181,201</td>
<td>279,828</td>
<td>1,288</td>
<td>25,844</td>
</tr>
<tr>
<td><strong>TOTAL NON-OPERATING EXPENSES</strong></td>
<td>236,029</td>
<td>445,890</td>
<td>18,513</td>
<td>180,872</td>
</tr>
<tr>
<td><strong>INCOME BEFORE CONTRIBUTIONS</strong></td>
<td>(353,161)</td>
<td>(1,147,644)</td>
<td>117,937</td>
<td>(370,003)</td>
</tr>
<tr>
<td><strong>CAPITAL CONTRIBUTIONS</strong></td>
<td>84,014</td>
<td>1,340,772</td>
<td>258,471</td>
<td>3,290,322</td>
</tr>
<tr>
<td><strong>CHANGE IN NET ASSETS</strong></td>
<td>(269,147)</td>
<td>$193,128</td>
<td>$376,408</td>
<td>$2,920,319</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 Nine Months Ending June 30, 2020

<table>
<thead>
<tr>
<th></th>
<th>June 20</th>
<th>FISCAL YEAR TO DATE</th>
<th>June 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>$936,576</td>
<td>$7,690,064</td>
<td>$895,068</td>
<td>$7,475,559</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>394</td>
<td>5,735</td>
<td>716</td>
<td>6,746</td>
</tr>
<tr>
<td>TOTAL OPERATING REVENUES</td>
<td>936,970</td>
<td>7,695,799</td>
<td>895,784</td>
<td>7,482,305</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission, Distrib. &amp; Collection</td>
<td>296,971</td>
<td>2,430,038</td>
<td>223,078</td>
<td>2,301,262</td>
</tr>
<tr>
<td>Customer Accounting</td>
<td>19,187</td>
<td>206,680</td>
<td>19,677</td>
<td>191,537</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>189,541</td>
<td>2,020,382</td>
<td>190,573</td>
<td>1,745,221</td>
</tr>
<tr>
<td>Required Payments to City of NSB</td>
<td>52,992</td>
<td>461,955</td>
<td>51,985</td>
<td>446,061</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td>233,164</td>
<td>2,045,041</td>
<td>206,489</td>
<td>1,795,476</td>
</tr>
<tr>
<td>TOTAL OPERATING EXPENSES</td>
<td>791,855</td>
<td>7,164,096</td>
<td>691,802</td>
<td>6,479,557</td>
</tr>
<tr>
<td><strong>OPERATING INCOME(LOSS):</strong></td>
<td>145,115</td>
<td>531,703</td>
<td>203,982</td>
<td>1,002,748</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>1,504</td>
<td>47,489</td>
<td>10,270</td>
<td>145,235</td>
</tr>
<tr>
<td>Other Income</td>
<td>3,162</td>
<td>59,892</td>
<td>2,860</td>
<td>70,507</td>
</tr>
<tr>
<td>TOTAL NON-OPERATING INCOME</td>
<td>4,666</td>
<td>107,381</td>
<td>13,130</td>
<td>215,742</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>60,817</td>
<td>230,952</td>
<td>28,146</td>
<td>253,315</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>201,288</td>
<td>250,846</td>
<td>92</td>
<td>10,073</td>
</tr>
<tr>
<td>TOTAL NON-OPERATING EXPENSES</td>
<td>262,105</td>
<td>481,798</td>
<td>28,238</td>
<td>263,388</td>
</tr>
<tr>
<td><strong>INCOME BEFORE CONTRIBUTIONS:</strong></td>
<td>(112,324)</td>
<td>157,286</td>
<td>188,874</td>
<td>955,102</td>
</tr>
<tr>
<td><strong>CAPITAL CONTRIBUTIONS:</strong></td>
<td>97,617</td>
<td>1,518,603</td>
<td>256,171</td>
<td>5,239,706</td>
</tr>
<tr>
<td><strong>CHANGE IN NET ASSETS:</strong></td>
<td>($14,707)</td>
<td>$1,675,889</td>
<td>$445,045</td>
<td>$6,194,008</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
Jun-20

<table>
<thead>
<tr>
<th>Line No</th>
<th>Description</th>
<th>Fund 60 Unrestricted R &amp; R</th>
<th>Fund 61 Restricted R &amp; R</th>
<th>Fund 62 Infrastructure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Balance Per Balance Sheet 6/1/2020</td>
<td>$10,446,366.45</td>
<td>$14,587,939.05</td>
<td>$3,183,477.64</td>
</tr>
<tr>
<td>2</td>
<td>Transfers In: Monthly Transfer From Operations</td>
<td>268,679.41</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3</td>
<td>Connection Fees</td>
<td>0.00</td>
<td>147,250.00</td>
<td>1,923.33</td>
</tr>
<tr>
<td>4</td>
<td>Extensions</td>
<td>0.00</td>
<td>1,308.63</td>
<td>0.00</td>
</tr>
<tr>
<td>5</td>
<td>Water Meter Set Fees</td>
<td>13,050.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>6</td>
<td>Fire Detector/Hydrant/General</td>
<td>2,731.57</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>7</td>
<td>General Electric/URD Conversions</td>
<td>174,325.78</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>8</td>
<td>Renewable Energy Contributions</td>
<td>18.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>9</td>
<td>Journal Entries</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>10</td>
<td>Interest (Investment)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>11</td>
<td>Transfer Between Funds</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>12</td>
<td>Adjust Differences</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>13</td>
<td>Transfers Out: Inventory Issued</td>
<td>(150,163.73)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>14</td>
<td>Capitalized Labor</td>
<td>(62,741.94)</td>
<td>0.00</td>
<td>(13,256.17)</td>
</tr>
<tr>
<td>15</td>
<td>Capitalized Fringes</td>
<td>(26,351.57)</td>
<td>0.00</td>
<td>(5,567.57)</td>
</tr>
<tr>
<td>16</td>
<td>Checks Issued</td>
<td>(526,076.08)</td>
<td>(55,087.00)</td>
<td>(361,194.26)</td>
</tr>
<tr>
<td>17</td>
<td>Account Payable</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>18</td>
<td>Journal Entries (Investment Premium)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>19</td>
<td>Balance Per Balance Sheet 6/30/2020</td>
<td>$10,139,847.89</td>
<td>$14,681,410.68</td>
<td>$2,805,382.97</td>
</tr>
<tr>
<td>20</td>
<td>Committed Funds</td>
<td>($8,748,227.35)</td>
<td>$229,178.76</td>
<td>($1,995,686.59)</td>
</tr>
<tr>
<td>21</td>
<td>Accruals/Encumbrances</td>
<td>874,114.31</td>
<td>0.00</td>
<td>160,578.19</td>
</tr>
<tr>
<td>22</td>
<td>Total Committed Or Encumbered</td>
<td>($7,874,113.04)</td>
<td>$229,178.76</td>
<td>($1,835,108.40)</td>
</tr>
<tr>
<td>23</td>
<td>Unallocated Balance</td>
<td>$18,013,960.93</td>
<td>$14,452,231.92</td>
<td>$4,640,491.37</td>
</tr>
</tbody>
</table>
Utilities Commission,
City of New Smyrna Beach, Florida
Capital Improvements Project Activity
6/30/2020
($ 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>
<th>VARI</th>
<th>YTD ACTL as % of YE FCST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Years Administrative/IT/Central Services</td>
<td>459</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Prior Years Electric</td>
<td>1,027</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Prior Years Water</td>
<td>2,405</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Prior Years Wastewater</td>
<td>1,493</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>Total - Prior Years</strong></td>
<td><strong>$5,383</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Transfer to Plant in Service</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Administrative/IT/Central Services**
- Annual Projects: 415, 415
- Major Projects: 1,027, 2,405
- Subtotal: $415, $4,835
- Percentage: 35%, 43%

**Electric**
- Annual Projects: 102, 2,721
- Major Projects: 1,027, 2,405
- Subtotal: $2,873, $11,624
- Percentage: 53%, 45%

**Water**
- Annual Projects: 434, 2,405
- Major Projects: 1,027, 2,405
- Subtotal: $434, $2,361
- Percentage: 58%, 46%

**Wastewater**
- Annual Projects: 1,306, 2,405
- Major Projects: 1,027, 2,405
- Subtotal: $1,306, $6,031
- Percentage: 26%, 46%

**FY2020 CIP Budget (excluding Infrastructure)**
- $4,948, $19,922, $17,971, $1,950, $1,853, $1,649, $203, $13,218, $8,338, $4,879
- Percentage: 46%

**Transferred to Plant in Service**
- $0, $23, $48 ($25), $800, $823
## Utilities Commission
### Statement of Cash Flows
#### For the 9 Months Ended
##### June 30, 2020

<table>
<thead>
<tr>
<th>Cash Flow from Operating Activities (Direct Method)</th>
<th>Month</th>
<th>Fiscal Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Collected from Revenues</td>
<td>$4,669,101</td>
<td>$45,299,207</td>
</tr>
<tr>
<td>Cash Payments for Expenses</td>
<td>($3,920,327)</td>
<td>($37,060,176)</td>
</tr>
<tr>
<td>Interest &amp; Other Non-Operating Expenses</td>
<td>($992,893)</td>
<td>($1,550,441)</td>
</tr>
<tr>
<td>Non-Operating Income</td>
<td>$65,246</td>
<td>$782,143</td>
</tr>
<tr>
<td>Capital Contributions</td>
<td>$529,028</td>
<td>$3,623,806</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash &amp; Flow from Investing Activities</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition of Plant, Property &amp; Equipment</td>
<td>($1,941,638)</td>
<td>($8,986,191)</td>
</tr>
<tr>
<td>Property Disposals</td>
<td>($438,118)</td>
<td>($1,563,348)</td>
</tr>
<tr>
<td>Restricted Fund Liabilities</td>
<td>$1,141,252</td>
<td>($391,858)</td>
</tr>
<tr>
<td>Other NonCurrent Liabilities</td>
<td>$3,607</td>
<td>($1,234,897)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Flow from Financing Activities</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment of Revenue Certificates</td>
<td>$63,468,307</td>
<td>$57,948,307</td>
</tr>
<tr>
<td>Issuance of Revenue Certificates</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Payment of Revolving Loans</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Deferred Assets</td>
<td>(97,026)</td>
<td>(39,642)</td>
</tr>
</tbody>
</table>

| Net Increase (Decrease) in Cash                   | $62,487,440                       | $58,094,328         |

| Cash Balance Beginning of Period                   | $38,215,563                       | $42,608,666         |

| Cash Balance June 30, 2020                         | $100,702,993                      | $100,702,993        |
## UTILITIES COMMISSION
### CITY OF NEW SMYRNA BEACH, FLORIDA
### FORECAST REPORT
### For the Nine Months Ending June 30, 2020
### COMBINED SYSTEM

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$347,796,571</td>
<td>$342,122,386</td>
<td>$33,439,277</td>
<td>$33,186,315</td>
<td>($4,449,445)</td>
</tr>
<tr>
<td>Water Revenues</td>
<td>8,756,832</td>
<td>758,226</td>
<td>598,476</td>
<td>6,582,895</td>
<td>6,081,376 ($401,527)</td>
</tr>
<tr>
<td>Reclaimed Water</td>
<td>10,117,285</td>
<td>868,574</td>
<td>668,542</td>
<td>7,592,108</td>
<td>7,612,693 ($20,585)</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>66,643,738</strong></td>
<td><strong>5,839,126</strong></td>
<td><strong>4,661,298</strong></td>
<td><strong>47,340,085</strong></td>
<td><strong>42,450,250 ($4,868,835)</strong></td>
</tr>
</tbody>
</table>

| 6. Other Revenue Sources:                   |                   |                   |                             |                             |                          |
| 8. R & R Contribution                       | 3,816,950         | 301,143           | 629,928                      | 2,712,713                    | 3,623,896 ($911,183)      |
| 9. Infrastructure Contribution             | 226,000           | 18,750            | 0                            | 168,750                      | (168,750)                 |
| **Total Other Sources**                     | **3,841,950**     | **320,163**       | **529,928**                  | **2,881,463**                | **3,623,896 ($742,433)**  |


| 13. Operation & Maintenance Expenses:       |                   |                   |                             |                             |                          |
| 14. Purchased Power                         | 21,317,970        | 1,770,353         | 1,838,942                    | 15,962,672                   | 12,903,151 ($3,059,521)   |
| 15. Electric Operations                     | 10,926,000        | 883,804           | 819,796                      | 8,082,379                    | 7,235,811 ($846,768)      |
| 20. Engineering                             | 1,771,100         | 139,568           | 13,662                       | 1,294,625                    | 1,265,712 ($28,913)       |
| 21. Finance/Customer Service/Materials     | 2,619,250         | 206,113           | 179,011                      | 1,913,375                    | 1,536,331 ($377,044)      |
| **Total O&M Expenses**                      | **45,883,271**    | **344,011**       | **490,062**                  | **3,096,106**                | **3,146,015 ($149,909)**  |

| 23. Balance                                 | 15,602,417        | 1,709,860         | 977,533                      | 9,580,632                    | 11,901,625 ($2,320,993)   |

| 24. To Sinking Fund:                        |                   |                   |                             |                             |                          |
| 25. 2009 Certificate                         | 1,991,390         | 165,494           | 0                           | 1,493,543                    | 1,328,365 ($165,188)      |
| 27. 2013A Certificate                        | 1,231,299         | 102,608           | 0                           | 923,474                      | 822,710 ($100,764)       |
| 28. 2013B Certificate                        | 905,452           | 75,454            | 0                           | 679,089                      | 604,866 ($74,217)        |
| 29. 2020 Bond Refunding                      | 0                 | 0                 | 148,559                      | 0                           | 1,651,365 ($1,651,365)   |
| 30. 2020 Bond                                | 0                 | 0                 | 0                           | 174,251                      | 0 ($174,251)             |
| **Total Debt Service**                       | **4,128,141**     | **344,011**       | **490,062**                  | **3,096,106**                | **3,146,015 ($149,909)**  |

| 31. Balance                                 | 391,901           | 741,293           | (121,001)                    | 863,515                      | 3,409,559 ($2,546,044)    |

| 32. Balance                                 | 397,595           | 741,293           | (121,001)                    | 863,515                      | 3,409,559 ($2,546,044)    |

| 34. Transfer to R & R - Contribution        | 3,224,152         | 208,679           | 208,679                      | 2,418,115                    | 2,418,115 ($0)            |
| 35. Transfer to R & R - Restricted Contribution | 0                 | 0                 | 148,559                      | 0                           | 1,651,365 ($1,651,365)   |
| 36. Additional Required                     | 3,995,259         | 324,627           | 2,921,646                    | 0                           | 2,921,646 ($0)            |
| 37. Contributed Capital & Easement          | 150,000           | 12,500            | 112,500                      | 1,176,471                    | (1,054,071) ($1,054,071)   |
| 38. Transfer to Infrastructure - Contribution | 225,000           | 18,750            | 18,750                       | 16,750                       | 0 ($16,750)              |
| **Total Capital Improvement**               | **7,494,681**     | **624,556**       | **608,472**                  | **5,621,011**                | **5,246,051 ($374,960)**  |

| 41. Balance                                 | 3,979,595         | 741,293           | (121,001)                    | 863,515                      | 3,409,559 ($2,546,044)    |

| 42. Transfer to City                        | 3,979,595         | 340,392           | 288,994                      | 2,798,887                    | 2,866,221 ($141,386)     |

| 43. Balance                                 | 0                 | 391,901           | (406,995)                    | (1,933,372)                  | 754,338 ($2,687,710)     |

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 Nine Months Ending June 30, 2020
ELECTRIC SYSTEM

<table>
<thead>
<tr>
<th>1. Revenues:</th>
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<td></td>
<td>TOTAL</td>
<td>BUDGET</td>
<td>BUDGET</td>
<td>ACTUAL</td>
<td>FISCAL</td>
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<tr>
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<td>June 19</td>
<td>YEAR-TO-DATE</td>
<td>YEAR-TO-DATE</td>
<td>(UNFAVORABLE)</td>
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<td></td>
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<tr>
<td>2. Direct Sales:</td>
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<td></td>
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<tr>
<td>4. Load Management Credits</td>
<td>(197,526)</td>
<td>(15,711)</td>
<td>(135,273)</td>
<td>(135,154)</td>
<td>($81)</td>
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<td>5. Energy Cost Adjustments</td>
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<tr>
<td>6. (Over) Under Recovery of Fuel Costs</td>
<td>750,000</td>
<td>513,266</td>
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<td>(2,271,137)</td>
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<td>7. Misc. Operating Revenue</td>
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<td>405,042</td>
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<td>8. Non Operating Revenue</td>
<td>430,762</td>
<td>323,072</td>
<td>(15,404)</td>
<td>(338,476)</td>
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<td>10. Other Revenue Sources:</td>
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<tr>
<td>11. R &amp; R Contributions</td>
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<td>348,129</td>
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<td>12. Infrastructure Contribution</td>
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<td>16. Operation &amp; Maintenance Expenses:</td>
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<td>Direct Cost Centers</td>
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<td>17. Purchased Power</td>
<td>21,317,970</td>
<td>1,770,353</td>
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<td>18. Electric Operations</td>
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<td>8,082,379</td>
<td>7,235,611</td>
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<td>19. Administration</td>
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<td>31,248</td>
<td>425,386</td>
<td>404,048</td>
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<td>20. Information Technology</td>
<td>1,410,686</td>
<td>61,442</td>
<td>1,048,028</td>
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<td>21. Human Resources</td>
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<td>448</td>
<td>503,304</td>
<td>420,721</td>
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<td>22. Central Services</td>
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<td>563,736</td>
<td>501,234</td>
<td>503,204</td>
<td>$2,970</td>
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<td>23. Engineering</td>
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<td>420,721</td>
<td>420,721</td>
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<tr>
<td>24. Finance/Customer Service/Materials Management</td>
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<td>244,122</td>
<td>244,122</td>
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<td>26. Balance</td>
<td>9,167,790</td>
<td>1,051,501</td>
<td>7,471,277</td>
<td>4,744,300</td>
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<td>27. To Sinking Fund:</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>28. 2009 Certificates</td>
<td>1,008,838</td>
<td>84,070</td>
<td>756,829</td>
<td>672,944</td>
<td>$83,985</td>
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<td>29. 2020 Bond Refunding</td>
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<td>0</td>
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<td>157,274</td>
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<td>30. 2020 Bond Refund</td>
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<td>0</td>
<td>157,274</td>
<td>157,274</td>
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<tr>
<td>31. Total Debt Service</td>
<td>1,008,838</td>
<td>84,070</td>
<td>916,995</td>
<td>916,995</td>
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<td>32. Balance</td>
<td>8,158,952</td>
<td>967,431</td>
<td>3,714,498</td>
<td>3,827,305</td>
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<td>33. Transfer to R &amp; R - Contribution</td>
<td>1,833,622</td>
<td>152,802</td>
<td>1,375,217</td>
<td>1,375,217</td>
<td>$0</td>
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<td>34. Additional Required</td>
<td>3,330,303</td>
<td>277,526</td>
<td>2,497,727</td>
<td>2,497,727</td>
<td>$0</td>
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<tr>
<td>35. Contributed Capital &amp; Easement</td>
<td>50,000</td>
<td>4,167</td>
<td>304,976</td>
<td>304,976</td>
<td>($267,476)</td>
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<tr>
<td>36. Transfer to Infrastructure - Contribution</td>
<td>75,000</td>
<td>6,250</td>
<td>56,250</td>
<td>56,250</td>
<td>($0)</td>
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<tr>
<td>37. Total to Capital Improvement</td>
<td>5,288,925</td>
<td>440,744</td>
<td>3,966,949</td>
<td>1,680,193</td>
<td>$2,286,501</td>
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<tr>
<td>38. Balance</td>
<td>2,870,027</td>
<td>526,678</td>
<td>295,293</td>
<td>2,147,112</td>
<td>$2,399,308</td>
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<tr>
<td>39. Transfer to City</td>
<td>2,870,027</td>
<td>254,050</td>
<td>1,984,116</td>
<td>1,825,482</td>
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<tr>
<td>40. Balance</td>
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<td>272,637</td>
<td>(85,396)</td>
<td>(2,216,312)</td>
<td>321,630</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 Nine Months Ending June 30, 2020

## Water System

<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>BUDGET June 19</td>
<td>$8,223,289</td>
<td>0</td>
<td>$255,285</td>
<td>$259,309</td>
<td><strong>8,736,883</strong></td>
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<tr>
<td>ACTUAL June 19</td>
<td>$7,158,428</td>
<td>0</td>
<td>$21,274</td>
<td>$21,526</td>
<td><strong>7,582,226</strong></td>
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<tr>
<td>FISCAL YEAR-TO-DATE</td>
<td>$6,167,466</td>
<td>0</td>
<td>$16,483</td>
<td>(193,168)</td>
<td><strong>536,479</strong></td>
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<tr>
<td>FAVORABLE (UNFAVORABLE)</td>
<td>$5,958,086</td>
<td>0</td>
<td>$191,463</td>
<td>(51,480)</td>
<td><strong>6,552,561</strong></td>
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</tbody>
</table>

| 7. Other Revenue Sources: |
| 8. R & R Contribution | 1,380,000 | 0 | 645,707 | 0 | **1,035,000** |
| 9. Infrastructure Contribution | 75,000 | 0 | 625,000 | 0 | **625,000** |
| 10. Total Other Sources | **1,455,000** | 0 | 645,707 | 0 | **1,035,000** |

| 11. Balance | **10,191,883** | **879,476** | **620,493** | **7,643,911** | **7,432,159** |

| 12. Operation & Maintenance Expenses: |
| 13. Direct Cost Center |
| 14. Water Operations | 4,472,100 | 0 | 406,910 | 3,259,745 | 2,660,817 |
| 15. Administration | 180,584 | 14,442 | 13,144 | 132,891 | 109,836 |
| 16. Information Technology | 353,142 | 32,099 | 17,233 | 252,073 | 182,993 |
| 17. Human Resources | 1,346,652 | 107,804 | 90,437 | 991,437 | 852,247 |
| 18. Central Services | 359,605 | 28,800 | 25,823 | 264,802 | 219,428 |
| 21. Total O&M Expenses | **7,846,817** | **619,592** | **599,519** | **5,741,015** | **4,749,331** |

| 22. Balance | **2,345,066** | **259,884** | **20,974** | **1,902,896** | **2,682,828** |

| 23. To Sinking Fund: |
| 24. 2009 Certificates | 312,449 | 26,037 | 0 | 234,337 | 208,419 |
| 25. 2013B Certificates | 905,452 | 75,454 | 0 | 679,089 | 604,898 |
| 26. 2020 Bond Refunding | 0 | 0 | 75,164 | 0 | 75,164 |
| 27. 2020 Bond | 0 | 0 | 41,472 | 0 | 41,472 |
| 28. Total Debt Service | **1,217,901** | **101,491** | **116,636** | **913,426** | **929,943** |

| 29. Balance | **1,127,165** | **158,393** | **(95,662)** | **989,470** | **1,752,885** |

| 30. Transfer to R & R - Contribution | 823,869 | 0 | 51,999 | 487,902 | 467,902 |
| 31. Transfer to R & R - Restricted Contribution | 0 | 0 | 62,949 | 0 | 62,949 |
| 32. Additional Required | (135,870) | (11,323) | 0 | (101,903) | 0 |
| 33. Contributed Capital & Easement | 50,000 | 4,187 | 9,500 | 37,500 | 342,829 |
| 34. Transfer to Infrastructure - Contribution | 75,000 | 6,250 | 0 | 66,250 | 0 |
| 35. Total to Capital Improvement | **612,999** | **51,083** | **122,943** | **459,749** | **1,487,335** |

| 36. Balance | **514,166** | **107,310** | **(218,605)** | **529,721** | **265,550** |

| 37. Balance | **514,166** | **44,732** | **42,314** | **385,824** | **387,784** |

| 38. Balance | 0 | 62,578 | (260,919) | 144,097 | (102,234) |

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 Nine Months Ending June 30, 2020
RECLAIMED WATER

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<td>2. Sales</td>
<td>$9,900,701</td>
<td>$850,525</td>
<td>$883,106</td>
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<td>3. Misc. Operating Revenue</td>
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<td>754</td>
<td>330</td>
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<tr>
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<td>4. Non-Operating Revenue</td>
<td>207,541</td>
<td>17,266</td>
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<table>
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<th>5. Total Revenues</th>
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<td>5. Total Revenues</td>
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<table>
<thead>
<tr>
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<th>6. Other Revenue Sources:</th>
<th>7. R &amp; R Contribution 1,333,000</th>
<th>8. Infrastructure Contribution 75,000</th>
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<tbody>
<tr>
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<td>6. Other Revenue Sources:</td>
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<td>75,000</td>
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<td>7. R &amp; R Contribution</td>
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<td>111,083</td>
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<td>8. Infrastructure Contribution</td>
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<th>11. Balance</th>
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<tr>
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<tbody>
<tr>
<td></td>
<td>12. Operation &amp; Maintenance Expenses:</td>
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<tr>
<td></td>
<td>13. Reclaimed Water Operations</td>
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</table>

|   | 14. Administration 198,011 |
|---|-------------------------|-----------------|
|   | 14. Administration | 198,011 |

|   | 15. Information Technology 508,772 |
|---|----------------------------------|-----------------|
|   | 15. Information Technology | 508,772 |

|   | 16. Human Resources 207,541 |
|---|--------------------------|-----------------|
|   | 16. Human Resources | 207,541 |

|   | 17. Central Services 370,932 |
|---|--------------------------|-----------------|
|   | 17. Central Services | 370,932 |

|   | 18. Engineering 552,271 |
|---|-----------------------|-----------------|
|   | 18. Engineering | 552,271 |

|---|---------------------------------|-----------------|

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<th>20. Total O&amp;M Expenses</th>
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<td>20. Total O&amp;M Expenses</td>
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</tbody>
</table>

|---|-------------|-----------|

|   | 22. To Sinking Fund: | 23. 2009 Certificates 570,103 |
|---|---------------------|-----------------|-----------------|
|   | 22. To Sinking Fund: | 570,103 |
|   | 23. 2009 Certificates | 570,103 |

|   | 24. 2013A Certificates 1,231,299 |
|---|---------------------------------|-----------------|
|   | 24. 2013A Certificates | 1,231,299 |

|   | 25. 2020 Bond Refunding 0 |
|---|--------------------------|-----------------|
|   | 25. 2020 Bond Refunding | 0 |

|   | 26. 2020 Bond 0 |
|---|----------------|----------------|
|   | 26. 2020 Bond | 0 |

|   | 27. Total Debt Service 1,901,402 |
|---|---------------------|-----------------|
|   | 27. Total Debt Service | 1,901,402 |

<table>
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<tr>
<th></th>
<th>28. Balance</th>
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</table>

|   | 29. Transfer to R & R - Contribution 768,662 |
|---|---------------------------------|-----------------|
|   | 29. Transfer to R & R - Contribution | 768,662 |

|   | 30. Transfer to R & R - Restricted Contribution 0 |
|---|----------------------|-----------------|
|   | 30. Transfer to R & R - Restricted Contribution | 0 |

|   | 31. Additional Required 701,095 |
|---|--------------------------|-----------------|
|   | 31. Additional Required | 701,095 |

|   | 32. Contributed Capital & Easement 50,000 |
|---|---------------------------------|-----------------|
|   | 32. Contributed Capital & Easement | 50,000 |

|   | 33. Transfer to Infrastructure - Contribution 75,000 |
|---|---------------------------------|-----------------|
|   | 33. Transfer to Infrastructure - Contribution | 75,000 |

|   | 34. Transfer to Infrastructure - Contribution 0 |
|---|--------------------------|-----------------|
|   | 34. Transfer to Infrastructure - Contribution | 0 |

|   | 35. Total to Capital Improvement 1,592,757 |
|---|---------------------------------|-----------------|
|   | 35. Total to Capital Improvement | 1,592,757 |

<table>
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<tr>
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<th>36. Balance</th>
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|   | 37. Transfer to City 0 |
|---|-----------------------|-----------------|
|   | 37. Transfer to City | 0 |

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<th>38. Balance</th>
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<tr>
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<td>38. Balance</td>
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Note: Contribution in Aid of Construction (CIAC) includes a dollar valuation of non-cash contributed capital assets.
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<thead>
<tr>
<th>Department</th>
<th>TOTAL BUDGET</th>
<th>MONTH BUDGET</th>
<th>ACTUAL</th>
<th>YEAR-TO-DATE BUDGET</th>
<th>ACTUAL</th>
<th>VARIANCE</th>
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<td>$2,422,071</td>
<td>$1,713,179</td>
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<td>Central Services/HR</td>
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<td>562,756</td>
<td>499,412</td>
<td>5,173,857</td>
<td>4,485,885</td>
<td>687,972</td>
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<tr>
<td>Electric Operations</td>
<td>32,243,970</td>
<td>2,654,158</td>
<td>2,658,739</td>
<td>24,045,051</td>
<td>20,138,763</td>
<td>3,906,288</td>
</tr>
<tr>
<td>Water &amp; Reclaimed Water</td>
<td>7,950,800</td>
<td>621,813</td>
<td>703,174</td>
<td>5,791,936</td>
<td>5,032,652</td>
<td>759,284</td>
</tr>
<tr>
<td>Engineering</td>
<td>1,771,100</td>
<td>139,568</td>
<td>13,662</td>
<td>1,294,625</td>
<td>1,265,712</td>
<td>28,913</td>
</tr>
<tr>
<td>Finance/Customer Service/Materials Management</td>
<td>2,619,250</td>
<td>206,113</td>
<td>179,011</td>
<td>1,913,375</td>
<td>1,536,331</td>
<td>377,044</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$54,883,271</strong></td>
<td><strong>$4,449,430</strong></td>
<td><strong>$4,213,694</strong></td>
<td><strong>$40,640,915</strong></td>
<td><strong>$34,172,522</strong></td>
<td><strong>$6,468,393</strong></td>
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</table>
Water

Revenues

<table>
<thead>
<tr>
<th>Month</th>
<th>$800,000</th>
<th>$700,000</th>
<th>$600,000</th>
<th>$500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sep-19</td>
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<td>Oct-19</td>
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<tr>
<td>Sep-20</td>
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</table>

O & M Expenses

<table>
<thead>
<tr>
<th>Month</th>
<th>$950,000</th>
<th>$850,000</th>
<th>$750,000</th>
<th>$650,000</th>
<th>$550,000</th>
<th>$450,000</th>
<th>$350,000</th>
<th>$250,000</th>
<th>$150,000</th>
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<tbody>
<tr>
<td>Sep-19</td>
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</table>

Balance

<table>
<thead>
<tr>
<th>Month</th>
<th>$300,000</th>
<th>$200,000</th>
<th>$100,000</th>
<th>$0</th>
<th>($100,000)</th>
<th>($200,000)</th>
<th>($300,000)</th>
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<tbody>
<tr>
<td>Sep-19</td>
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<td>Sep-20</td>
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</tbody>
</table>
Reclaimed Water

Revenues

$1,000,000

---

$900,000

$800,000


O & M Expenses

$1,000,000

$800,000

$600,000

$400,000

$200,000

$0


Balance

$300,000

$200,000

$100,000

$0

($100,000)

($200,000)

($300,000)

Revenues By Division

- Reclamation, $688,542, 14.77%
- Water, $536,479, 11.51%
- Electric, $3,436,277, 73.72%

O&M By Division
SUBJECT: Balanced Scorecard and Enterprise Metrics - June 2020

SUMMARY:

RECOMMENDED ACTION:
Detailed monthly performance measurement reporting - no action required.

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.
## SAFETY & RISK

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSHA Incident</td>
<td>0.74%</td>
</tr>
<tr>
<td>OSHA Severity Rate</td>
<td>2.5%</td>
</tr>
<tr>
<td>Preventable Motor Vehicle Accidents</td>
<td>0.00%</td>
</tr>
<tr>
<td>Third Party Claims</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

## ELECTRIC

### Electric Reliability

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAIDI</td>
<td>20.31</td>
</tr>
<tr>
<td>SAIFI</td>
<td>0.45%</td>
</tr>
<tr>
<td>CAIDI</td>
<td>45.14</td>
</tr>
</tbody>
</table>

### Financial

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>EL O&amp;M Cost/Customer</td>
<td>366%</td>
</tr>
<tr>
<td>EL Avg Capital Cost/Customer</td>
<td>210%</td>
</tr>
<tr>
<td>WR O&amp;M Cost/Customer</td>
<td>242%</td>
</tr>
<tr>
<td>WW O&amp;M Cost/Customer</td>
<td>264%</td>
</tr>
<tr>
<td>WR/WW Avg Capital Cost/Customer</td>
<td>89%</td>
</tr>
</tbody>
</table>

## WATER RESOURCES

### Water Resources Reliability

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Water Loss</td>
<td>23.46%</td>
</tr>
<tr>
<td>WR Major Breaks/100 Miles</td>
<td>0.00%</td>
</tr>
<tr>
<td>WR Break Repair Time (hr/100 miles)</td>
<td>0.00%</td>
</tr>
<tr>
<td>WW Major Breaks/100 Miles</td>
<td>0.00%</td>
</tr>
<tr>
<td>WW Break Repair Time (hr/100 miles)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Financial

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>WR O&amp;M Cost/Customer</td>
<td>281%</td>
</tr>
<tr>
<td>WW O&amp;M Cost/Customer</td>
<td>253%</td>
</tr>
<tr>
<td>WR/WW Avg Capital Cost/Customer</td>
<td>89%</td>
</tr>
</tbody>
</table>

## CUSTOMER SERVICE

### Customer Service Level

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abandoned Call Rate</td>
<td>4.5%</td>
</tr>
<tr>
<td>Average Speed to Answer</td>
<td>181%</td>
</tr>
</tbody>
</table>

### Billing & Collections

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Meters Read - EL</td>
<td>99.90%</td>
</tr>
<tr>
<td>Percent of Meters Read - WR</td>
<td>98.87%</td>
</tr>
<tr>
<td>Percent of Re-reads - combined</td>
<td>95.64%</td>
</tr>
<tr>
<td>Estimated Bills</td>
<td>0.09%</td>
</tr>
<tr>
<td>Uncollectible Rev. as % of Billed Rev.</td>
<td>0.13%</td>
</tr>
</tbody>
</table>

### Estimated Bills

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Bills</td>
<td>0.09%</td>
</tr>
</tbody>
</table>

### Information Technology

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cybersecurity Training - Participation</td>
<td>100.00%</td>
</tr>
<tr>
<td>Help Desk Ticket Resolution Rate</td>
<td>94.84%</td>
</tr>
</tbody>
</table>

## ORGANIZATIONAL CAPACITY

### Metrics Management

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avg. # of day to issue PO &lt;$75,000</td>
<td>3</td>
</tr>
<tr>
<td>Avg. # of day to issue PO &gt;$75,000</td>
<td>3</td>
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</tbody>
</table>

### Human Resources

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Count (Actual vs. Budget)</td>
<td>(13)</td>
</tr>
<tr>
<td>Average Recruitment Time</td>
<td>15</td>
</tr>
</tbody>
</table>

### Information Technology

<table>
<thead>
<tr>
<th>Metric</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cybersecurity Training - Participation</td>
<td>100.00%</td>
</tr>
<tr>
<td>Help Desk Ticket Resolution Rate</td>
<td>94.84%</td>
</tr>
<tr>
<td>PERSPECTIVE</td>
<td>OCT</td>
</tr>
<tr>
<td>-------------</td>
<td>-----</td>
</tr>
<tr>
<td>SAFETY &amp; RISK</td>
<td>0 0 0 0 0</td>
</tr>
<tr>
<td>OSHA Incident</td>
<td>0 0 0 0 0</td>
</tr>
<tr>
<td>Preventable Motor Vehicle Accidents</td>
<td>0 0 0 0 0</td>
</tr>
<tr>
<td>Third Party Claims</td>
<td>0 0 0 0 0</td>
</tr>
<tr>
<td>ELECTRIC</td>
<td>&lt; 100.47</td>
</tr>
<tr>
<td>Electric Reliability</td>
<td>0.16</td>
</tr>
<tr>
<td>CADI</td>
<td>104.48</td>
</tr>
<tr>
<td>Financial</td>
<td>EL O&amp;M Cost/Customer</td>
</tr>
<tr>
<td>EL Admin &amp; Gen Cost/Customer</td>
<td>$ 164</td>
</tr>
<tr>
<td>EL Avg Capital Cost/Customer</td>
<td>$ 205</td>
</tr>
<tr>
<td>WATER RESOURCES</td>
<td>Water Resources Reliability</td>
</tr>
<tr>
<td>Real Water Loss (gal/connection/day)</td>
<td>25.09</td>
</tr>
<tr>
<td>Apparent Water Loss (gal/connection/day)</td>
<td>0.00</td>
</tr>
<tr>
<td>WR Major Breaks/100 Miles</td>
<td>0.00</td>
</tr>
<tr>
<td>WR Major Breaks/100 Miles</td>
<td>0.00</td>
</tr>
<tr>
<td>WR Break Repair Time (hr/mile)</td>
<td>0.00</td>
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<tr>
<td>WR Break Repair Time (hr/mile)</td>
<td>$ 100</td>
</tr>
<tr>
<td>WW &amp; O&amp;M Cost/Customer</td>
<td>$ 261</td>
</tr>
<tr>
<td>WW &amp; O&amp;M Cost/Customer</td>
<td>$ 66</td>
</tr>
<tr>
<td>WW Admin &amp; Gen Cost/Customer</td>
<td>$ 70</td>
</tr>
<tr>
<td>WW/WW Avg Capital Cost/Customer</td>
<td>$ 127</td>
</tr>
<tr>
<td>CUSTOMER SERVICE</td>
<td>Customer Service</td>
</tr>
<tr>
<td>Customer Service Level</td>
<td>1.7%</td>
</tr>
<tr>
<td>Average Speed to Answer</td>
<td>175</td>
</tr>
<tr>
<td>Percent of Meters Read - WR</td>
<td>98.10%</td>
</tr>
<tr>
<td>Percent of Re-reads - combined</td>
<td>0.79%</td>
</tr>
<tr>
<td>Estimated Bills</td>
<td>0.27%</td>
</tr>
<tr>
<td>Uncollectible Rev. as % of Billed Rev.</td>
<td>0.10%</td>
</tr>
<tr>
<td>ORGANIZATIONAL CAPACITY</td>
<td>Materials Management</td>
</tr>
<tr>
<td>Avg. # of day to issue PO &lt;$50,000</td>
<td>5</td>
</tr>
<tr>
<td>Avg. # of day to issue PO &lt;$50,000</td>
<td>70</td>
</tr>
<tr>
<td>Human Resources</td>
<td>Employee Count (Actual vs. Budget)</td>
</tr>
<tr>
<td>Average Recruitment Time</td>
<td>48</td>
</tr>
<tr>
<td>Information Technology</td>
<td>Cybersecurity Training - Participation</td>
</tr>
<tr>
<td>Help Desk Ticket Resolution Rate</td>
<td>97.96%</td>
</tr>
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<tr>
<td></td>
<td>Exceeds target</td>
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<tr>
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<td>Monitoring: &lt;= 3% of target</td>
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</tbody>
</table>
SAFETY AND RISK

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):

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

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
UTILITIES COMMISSION,  
CITY OF NEW SMYRNA BEACH

SAFETY AND RISK

REPORTING PERIOD: JUNE 2020  
DAN SOLLITTO

JUNE 2020 YTD 2020

OSHA SEVERITY RATE

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

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.

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.

*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: 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):

\[
\text{Rate} = \frac{\text{# of Incidents}}{\text{# of vehicles operated}}
\]

TARGET: < .03 (based on last 3 years’ average)
SAFETY AND RISK

THIRD PARTY CLAIMS

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.
- May 2020: (1) feeder outage due to weather, (1) feeder outage - cause undetermined
- June 2020: (1) feeder outage due to weather, (1) lateral outage of an underground cable
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.

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.)
*May 2020 = 0.19 based on 5,499 customer interruptions (See SAIDI comments.)
*June 2020 = 0.19 based on 2,313 customer interruptions (See SAIDI comments.)

Based on current trends we anticipate being green (at or below UC Target) for the year end projection June 2020.
**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:**

\(< 73.99 \quad \text{(mean less high and low outliers)}\)
UTILITY COMMISSION,  
CITY OF NEW SMYRNA BEACH

FINANCIAL MANAGEMENT

REPORTING PERIOD: JUNE 2020
EFREN CHAVEZ

ELECTRIC O&M COST PER CUSTOMER

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.)

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

TARGET: < $712 (UC FY 2020 Budget)

- October 2019 = $528
- November 2019 = $559
- December 2019 = $573
- January 2020 = $582
- February 2020 = $582
- March 2020 = $568
- April 2020 = $600
- May 2020 = $594
- June 2020 = $586
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, Warehouse Storage Building

*Electric Projects to highlight: Smyrna Substation Expansion, New Feeder Line I-95, Switchgears Osmose Pole Inspections/Replacements, 10th St. FDOT Relocations, Line 17 Turnbull/Pioneer CW, 115Kv Smyrna/Field St Switch

*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, Staggerbush Manhole Replacement, S. Riverside Dr Force Main 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/cd (based on past 3 years’ average)

BENCHMARK: 32.28 g/cd (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.
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 = (total number of breaks x 100) / total miles of distribution system pipe

TARGET: < 4.0 (based last 3 years’ average)  
BENCHMARK: < 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.

*June 2020 - 851 Schoolway Ave.: 6” main break by Contractor boring without active locate ticket.
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.

*June 2020 - 851 Schoolway Ave.: 6” main break by Contractor boring without active locate ticket.
**WASTEWATER OUTAGES**

**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:** < 1.91

**BENCHMARK:** < 2

(AWWA median)

*There were no major breaks in fiscal year 2019.*
**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 (hr/100 miles of pipe) = Total time for corrective maintenance \( \times \) 100 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)

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

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
*May 2020 = $239
*June 2020 = $242
DEFINITION: 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)

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
*May 2020 = $264
*June 2020 = $263
CUSTOMER SERVICE

REPORTING PERIOD: JUNE 2020
DANIELLE WOOD

CUSTOMER SERVICE LEVEL

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.

*May 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/2020.

*June 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/2020.
**DEFINITION:**

*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 03/17/2020 through 05/01/20

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

*May 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/2020.

*June 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/2020.
**UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH**

**METER READING**

**ELECTRIC**
- JUNE 2020
- YTD 2020

**WATER**
- JUNE 2020
- YTD 2020

**PERCENTAGE OF READS: ELECTRIC VS. WATER**

- **DEFINITION:** 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.)

- **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.*
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.

**DEFINITION:**

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

TARGET: < .25%  BENCHMARK: < 2%
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)

REPORTING PERIOD: JUNE 2020
DANIELLE WOOD
DEFINITION: The volume of purchase orders processed in the reporting period.

Solicitations under Review: Actuarial Svcs.
Active Solicitations: Annual Supply of Water and Wastewater Chemicals, 3 Way Tie Switch Material, Sugarmill Reclalm Relocation SBPS Upgrades
MATERIALS MANAGEMENT

REPORTING PERIOD: JUNE 2020
MAUREEN LYNCH

< $75,000  JUNE 2020  YTD 2020
> $75,000  JUNE 2020  YTD 2020

AVERAGE NUMBER OF DAYS TO ISSUE PURCHASE ORDER

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)

Active Solicitations: Annual Supply of Water and Wastewater Chemicals, 3 Way Tie Switch Material, Sugarmill Reclaim Relocation SBPS Upgrades
HUMAN RESOURCES

REPORTING PERIOD: JUNE 2020
BRITNEY PITCHER

NOTES:
Electric Operations is under budget by (6) positions: 6 Lineman;
Central Services is under budget by (3) positions: Payroll/Benefits Specialist/Lead Mechanic/HRM
IT is under budget by (2) positions: Cisco Unified...; DBA
Finance is under budget by (1) position: 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)
System Ops is under budget by (1) position: System Operator

*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
*May 2020 - under budget by 16 positions; actively recruiting for 6 of the 16, and 1 additional due to a retirement
*June 2020 - under budget by 16 positions; actively recruiting for 5 of the 16, and 1 additional due to an upcoming retirement
**HUMAN RESOURCES**

**REPORTING PERIOD: JUNE 2020**

**BRITNEY PITCHER**

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**UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH**

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**JUNE 2020**

| **YTD 2020** |

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**AVERAGE TIME FOR RECRUITMENT (DAYS)**

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**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

---

*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


*April 2020: Actively recruiting: S/R Supervisor (in preparation of the current incumbent’s retirement), Director of Water Resources (in preparation of retirement), WTP Operator (in preparation of current employee's retirement), Supervisor, Plant Maintenance (in preparation of the current incumbent's retirement)

*May 2020: Actively recruiting: S/R Supervisor, WTP Operator (in preparation of current employees’ retirement), Director of Water Resources (in preparation of retirement), Supervisor, Plant Maintenance (in preparation of the current incumbent's retirement), Electrical Engineer, 3 Linemen

*June 2020: Actively recruiting: WTP Operator (in preparation of current employees’ retirement), Electrical Engineer, 2 Linemen, System Operator or Trainee

**Due to the specialized nature of the jobs we are recruiting for and the very tight labor market for these positions, we are not meeting our YTD target for recruitment. Although the country is seeing a large increase in unemployment levels due to COVID-19, the utility industry is not one that has been negatively affected, and the roles for which we are recruiting are specialized, requiring specific education and experience. COVID-19 initially caused a delay in recruitment (e.g., holding interviews), however, we quickly resolved this by conducting virtual interviews. We were successful in selecting the Director, Water Resources and Supervisor, Substation/Relay via this method.**
*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.
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)

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

TARGET:  
< 4.2  
(mean less high and low outliers)
DEFINITION:  

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

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

TARGET:  

< 95.78  
(mean less high and low outliers)
DEFINITION: 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  
*May 2020 = $204  
*June 2020 = $198
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 to 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.

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

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
*May 2020 = $91
*June 2020 = $89
**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.

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

**TARGET:**  $145 (UC FY 2020 Budget)

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

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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

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.

MAY 2020 - FULLY STAFFED; DUE TO COVID-19 LOBBY CLOSED AND DISCONNECTIONS FOR NON-PAYMENT SUSPENDED THROUGH 06/01/2020.

JUNE 2020 - FULLY STAFFED; DUE TO COVID-19 LOBBY CLOSED AND DISCONNECTIONS FOR NON-PAYMENT SUSPENDED THROUGH 07/01/2020.

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.

*May 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/2020.

*June 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/2020.
**CUSTOMER SERVICE**

**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.

*May 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/2020.

*June 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/2020.
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 06/01/20.

May 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/20.

June 2020 - Fully staffed; due to COVID-19 lobby closed and disconnections for non-payment suspended through 07/01/20.

DEFINITION: The percentage of total utility customer contact for the reporting period by various contact options.
**PERCENT OF DELINQUENT ACCOUNTS**

- 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.

**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.
*May 2020 - Due to COVID-19 lobby closed and disconnections for non-payment suspended through 7/1/2020.
*June 2020 - Due to COVID-19 lobby closed and disconnections for non-payment suspended through 7/1/2020.

*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.

*May 2020 - Lobby was closed entire month, zero "Walk-in" payments.

*June 2020 - 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.
DEFINITION: The number of meter installations completed for the reporting period by service type, and reason, either replacement of existing meter or a new installation.
**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.

**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>AGENDA ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Services</td>
<td>16475</td>
<td>G4S Secure Solutions</td>
<td>Security Guard Contract</td>
<td>$120,000</td>
<td>6/24/2019</td>
<td>3e</td>
</tr>
</tbody>
</table>

MATERIALS MANAGEMENT

REPORTING PERIOD: JUNE 2020
MAUREEN LYNCH
**HUMAN RESOURCES**

**UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH**

**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).

\[
\text{Absentee Rate} = \left( \frac{\text{# of hours of unexcused absences \times 100}}{\text{total hours scheduled to work in the period}} \right)
\]

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%

**REPORTING PERIOD:** JUNE 2020

**BRITNEY PITCHER**
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.)

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

*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)
*May 2020 - one voluntary resignation (Lineman)
*June 2020 - one termination (Manager, HR); two retirements (Manager, WR; Supervisor, Plant Maint)
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.
A request has been received for the Utilities Commission to pledge support for the curriculum pathways at the proposed Southeast Volusia School of Science and Technology (Sci-Tech).

A copy of the pledge form is attached for review and to support the discussion.

**SUMMARY:**

Discussion regarding the requested "Pledge of Support" from Southeast Volusia School of Science and Technology (Sci-Tech).

**RECOMMENDED ACTION:**

Discussion regarding the requested "Pledge of Support" from Southeast Volusia School of Science and Technology (Sci-Tech).
Pledge of Support for Proposed Middle/High School

As a leader in the manufacturing / business industry / community, I pledge to support the curriculum pathways in manufacturing for a production and propulsion program, engineering and computer systems program (robotics) and/or biomedical device innovation for health sciences program at the proposed Southeast Volusia School of Science and Technology. This school will be for grades six through twelve and prepare students for direct entry into careers and/or further preparation through a post-secondary/college education. I confirm that we have a need for skilled workers and will support a program that will eventually help our business, industry and community.

I / My company will serve as a partner by supporting one or more of the items below:
- Promote support throughout the community for the unique opportunity the proposed school will offer students.
- Share experiences and expertise with students, along with selected staff employees as speakers, mentors or potential teacher/trainers of essential industry skills.
- Assist in obtaining necessary equipment to deliver a successful learning experience for the students.
- Volunteer time for students, educators, administration and / or fundraising.

Name: ____________________________
Title: ____________________________
Company (if applicable):
________________________________
________________________________
Address:
________________________________
________________________________
City: ____________________________ State: ____________________________
Zip: ____________________________
SUMMARY:

Attached is a resolution that will address both ratification and emergency declaration extension issues.

The lawyers in our firm/GrayRobinson have discussed the legal theories behind the Attorney General's opinion 20-03 and the Governor's executive order #20-69. Several of us remain skeptical that, under Florida's Constitution, the Governor can waive quorum requirements set by the Florida Legislature or by municipal charters adopted by special act and/or ratified by referenda. The Utilities Commission has such a charter provision.

Rather than engage in public debate or permit any uncertainty regarding the validity of legislative acts (or issuance of bonds) taken during the pandemic, we would propose that the Utilities Commission adopt a ratification resolution now that we are conducting “in person” meetings. The attached proposed resolution addresses both the ratification issue and the extension of the existing emergency declaration.

RECOMMENDED ACTION:

A motion to approve Resolution No. 2020-10 as submitted, to take effect immediately upon passage.
RESOLUTION 2020-10
THE “RATIFICATION & EMERGENCY EXTENSION RESOLUTION”

A RESOLUTION OF THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA (“COMMISSION”); RATIFYING AND CONFIRMING ALL ACTIONS AND DECISIONS OF THE COMMISSION RENDERED BY RESOLUTION FROM MARCH 23 TO JULY 27, 2020; EXTENDING ITS DECLARED STATE OF EMERGENCY DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. FINDINGS AND INTENT. The Utilities Commission, City of New Smyrna Beach, Florida (the “Utilities Commission”) makes the following findings and declares the following legislative intent:

1. The Utilities Commission was created and made a part of the government of the City of New Smyrna Beach by Section One of the Special Act, Chapter 67-1754, Laws of Florida, incorporated as Chapter 15 of the City of New Smyrna Beach Code of Ordinances, as amended by Chapter 85-503, Laws of Florida (hereafter the “Special Act”).

2. The Special Act provides the Utilities Commission with full and exclusive authority over the management, operation and control of all the City’s utilities.

3. Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza.

4. The Governor of the State of Florida has issued Executive Order No. 20-52 declaring that a State of Emergency exists in every county in the State of Florida as a consequence of Coronavirus Disease 2019 (COVID-19), a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza.

5. On March 1, 2020, the State Surgeon General and State Health Officer declared that a Public Health Emergency exists in the State of Florida as a result of COVID-19.

6. On March 9, 2020, Governor DeSantis declared that a state of emergency exists in the State of Florida as a result of the continued spread of COVID-19.

8. On March 13, the President of the United States issued a national emergency declaration regarding COVID-19.

9. COVID-19 has created or imminently threatens to create conditions that may severely affect the public health, safety, welfare and security of the citizens, residents and visitors to the service territory of the Utilities Commission, City of New Smyrna Beach, Florida.

10. Florida law, including Florida Statutes Sections 286.011 and 166.041, requires that meetings of elected and appointed officials (“Bodies”), for the conduct of public business, must be held following procedures (notice, access of meetings, opportunity to be heard, the taking of minutes, etc.) that ensure that the public is able to participate in and be aware of the decision making process (the “Sunshine Law”).

11. Previously, when asked whether a public body complies with the Sunshine Law when one or more members of the Body wish to participate in a meeting electronically from a remote location, the Florida Attorney General (“AG”) has opined that a quorum of the Body must be physically present in order to allow a member, who due to “extraordinary circumstances” is unable to physically attend the meeting, to appear and participate electronically.

12. On March 19, 2020, the AG issued an AGO 2020-03 which provides that “unless and until legislatively or judicially determined otherwise, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in-person, or the in-person requirement for constituting a quorum is lawfully suspended by the Governor during the state of emergency.”

13. On March 19, 2020, the AG issued an AGO 2020-03 which provides that “unless and until legislatively or judicially determined otherwise, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in-person, or the in-person requirement for constituting a quorum is lawfully suspended by the Governor during the state of emergency.”

14. On March 20, 2020, Governor DeSantis issued Executive Order Number 20-69 which suspends any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place and permits local government bodies to utilize communications media technology such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

15. The current outbreak of Coronavirus (COVID-19) has made the Commission acutely aware that provisions must be made to ensure that the business of municipal governance can occur without unnecessarily exposing either Commission personnel or
members of the public to a risk of infection while ensuring public access and open government.

16. The Commission found that there was a clear and present danger in holding a public “in person” meeting for those attending and those who come in contact with those attending, both now and if there are future similar pandemic.

17. The technology exists to conduct public meetings using technology in which the Utilities Commission can comply with the provisions of the Sunshine Law while preserving human life.

18. Section 252.38, Florida Statutes, provides for emergency management powers of political subdivisions of the State of Florida, including, without limitation, the Commission.

19. In order to mitigate or prevent these impacts, on March 23, 2020, the Utilities Commission found that it was in the best interest of the personnel and citizens of the City, and customers and staff of the Utilities Commission, to authorize the Chief Executive Officer to declare an emergency and provide for the Utilities Commission to be able to attend meetings electronically during a declared public health emergency pursuant to the Utilities Commission's Charter, the Governor's Executive Order No. 20-69, and AGO #2020-03.

20. Beginning on June 20, 2020, the Commission has reinstituted in person, live meetings of the Utilities Commission.

21. In an abundance of caution, the Commission now wishes to adopt a resolution ratifying all actions and decisions rendered by the Utilities Commission by verbal motion or written resolution while it was compelled by its obligation to protect the public health, safety, welfare, and human life to hold virtual meetings.

22. The Commission has followed all applicable requirements of its Charter, the Code of Ordinances of the City of New Smyrna Beach, Florida, and state statute, and has made all necessary findings required by law to ratify and confirm the actions and decisions referred to below.

SECTION 1. RATIFICATION OF UTILITIES COMMISSION ACTIONS AND DECISIONS RENDERED. The Utilities Commission hereby ratifies, readopts, and confirms all actions and decisions rendered by the Utilities Commission by verbal motion or written resolution between March 23, 2020, and July 27, 2020.

SECTION 2. EXTENSION OF EMERGENCY DECLARATION. The Utilities Commission previously declared by Resolution 2020-05 a state of emergency on March 23, 2020 for all of the service territory of the Commission. That delegation was set to expire on April 27, 2020, but in recognition of the findings set forth in Section 1 of this Resolution, the Utilities Commission extended its Declaration of Emergency until such time as the State of Florida rescinds its state of emergency unless sooner terminated by
the Utilities Commission during a public meeting by Resolution No. 2020-07. In an
abundance of caution, the Utilities Commission again extends its declaration of
emergency by this Resolution. All provisions of Resolutions 2020-05, 2020-06, and
2020-07 are hereby extended and declared to be in full force and effect.

SECTION 3. SEVERABILITY. If any provision of this ordinance is for any reason
held to be invalid or unconstitutional by any court of competent jurisdiction, such provision
and such holding shall not affect the validity of any other provision, and to that end, the
provisions of this ordinance are hereby declared severable.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately
upon its passage by the Utilities Commission.

THIS RESOLUTION was introduced at a regular meeting of the Utilities
Commission, City of New Smyrna Beach, Florida, held this 27th day of July, 2020, by
Commissioner __________ who moved for its adoption, which motion was seconded
by Commissioner __________, and upon roll call vote of the Commission was DULY
ADOPTED as follows:

CHAIRMAN

VICE CHAIRMAN

SECY.-TREAS.

ASST. SECY.-TREAS.

COMMISSIONER

APPROVED: ________________________________  _____

ATTEST: ________________________________  _____

_____________________________  _________ _____________________
William E. Biedenbach, Chairman  Lillian Conrad, Secretary-Treasurer

APPROVED AS TO FORM & LEGALITY:

______________________________
Thomas A. Cloud, General Counsel
During the last Regular U.C. Meeting held on June 22, 2020, during the presentations of their respective plaques, formal motions to approve the Proclamation for David B. Hoover (agenda item 4-a.) and for U.C. Resolution No. 2020-09 for former Commissioner Griffith (agenda item 8-a.), were inadvertently not completed.

Copies of these referenced agenda items are attached for review.

RECOMMENDED ACTION:
A motion to adopt and approve the proclamation dedicating the U.C.'s dechlorination building in honor of David B. Hoover and to approve U.C. Resolution No. 2020-09, a resolution of appreciation for the honorable service of Lee Griffith as a Utilities Commissioner from September 2012 until May 2020.

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-a

☐ CONSENT ITEM FOR MEETING OF: June 22, 2020

☐ NEW BUSINESS FROM: General Manager/CEO

☐ OLD BUSINESS SIGNATURE: Joseph Bunch

✓ General Manager's Report EXHIBITS: Proclamation for D. Hoover

SUBJECT: Proclamation Declaring the Dedication of the U.C.'s Dechlorination Building in Honor of David B. Hoover

SUMMARY:
In recognition of extraordinary devotion to the U.C. and our community's sustainable water resources services for 39 years, the U.C. would like to formally recognize and dedicate the Dechlorination Building to David B. Hoover, the former Director of Water Resources.

One very notable achievement under Mr. Hoover's leadership is the U.C. has not discharged treated wastewater effluent into the river since July 2009. This was commemorated at the 10 year mark by the County of Volusia which included the proclamation of June 25, 2019 as "Utilities Commission of New Smyrna Beach Day".

The Dechlorination Building is located next to the U.C.'s river outfall and is a concrete block building. It will be a symbolic honor - depicting all U.C. discharges have been "blocked" and will also serve as a remembrance of a long distinguished career in public service.

Upon adoption and approval of this proclamation, a ribbon cutting and dedication event will be scheduled.

RECOMMENDED ACTION:
A motion adopting and approving the attached proclamation dedicating the U.C.'s dechlorination building in honor of David B. Hoover.

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.
Utilities Commission,
City of New Smyrna Beach, Florida

PROCLAMATION

WHEREAS, David B. Hoover has provided expertise, insight, and devotion to sustainable water resources services as a Utilities Commission employee for 39 years; and

WHEREAS, David B. Hoover supported numerous water resources improvements and technological advancements throughout this period on behalf of the Utilities Commission and our community; and

WHEREAS, under David B. Hoover’s leadership the Utilities Commission embraced and successfully implemented all elements of the Indian River Lagoon System and Basin Act of 1990, and the Utilities Commission has not discharged treated wastewater effluent into the river since July 2009; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Chairman, and on behalf of all of the Utilities Commissioners and Utilities Commission employees, do proclaim the Utilities Commission Dechlorination Building (adjacent to the river outfall on the North Causeway) will hereby be dedicated to David B. Hoover:

This Building is Dedicated in Honor of David B. Hoover –
Devoted 39 Years Toward Sustainable Water Resources Services for the Utilities Commission, City of New Smyrna Beach, Florida
JUNE 22, 2020

The Utilities Commission does hereby express our appreciation of David B. Hoover’s genuine, enduring, and long-term efforts to improve Water Resources for our company and community.

Proclaimed and Adopted on this ______ day of __________________, 2020.

_________________________________
William E. Biedenbach, Chairman

ATTEST: ____________________________________
Jack Holcomb, Vice Chairman
AGENDA ITEM 8-a

CONSENT ITEM FOR MEETING OF: June 22, 2020

NEW BUSINESS FROM: General Manager-CEO

OLD BUSINESS SIGNATURE: Joseph Bunch

Time for Commissioners EXHIBITS: Proposed U.C. Resolution No. 2020-09

SUBJECT: Presentation - Appreciation of Honorable Service by Lee Griffith

SUMMARY:

A U.C. Resolution and plaque were prepared to express appreciation for the dedicated and honorable service performed by Lee Griffith from September 2012 until May 2020 on behalf of the Utilities Commission.

Commissioner Griffith provided his professional knowledge and business acumen while performing various official roles of the Commission, including Vice Chairman and Chairman.

RECOMMENDED ACTION:

A motion to approve U.C. Resolution No. 2020-09, a resolution of appreciation for the honorable service of Lee Griffith as a Utilities Commissioner from September 2012 until May 2020; followed by presentation of a plaque.

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.

FUNDING SOURCE(S) N/A
RESOLUTION NO. 2020-09

A RESOLUTION OF APPRECIATION FOR THE HONORABLE SERVICE OF LEE GRIFFITH, AS A UTILITIES COMMISSIONER ON BEHALF OF THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, 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 City Commission appointed Lee Griffith, to serve as a Utilities Commissioner commencing in September 2012; and

WHEREAS, Commissioner Griffith has provided his professional knowledge and business acumen, acquired through prior divisional leadership in a Fortune 500 company, and his comprehensive continuing support and gentle guidance in fulfilling his obligations to our community in this public service position.

NOW, THEREFORE, BE IT RESOLVED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: The Utilities Commission, City of New Smyrna Beach, Florida does hereby express our appreciation to Lee Griffith, for his dedication and honorable service as a Utilities Commissioner for approximately eight years, commencing September 2012 and until May 2020. During his tenure, Mr. Griffith contributed significantly to the business performance of the Commission through effectively and diligently performing the various official roles of the Commission, including Vice Chairman and Chairman.

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 June 22, 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: ATTEST:

CHAIRMAN

SECRETARY-TREASURER

APPROVED AS TO FORM AND CORRECTNESS:

SEAL

Utilities Commission Attorney