MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, SEPTEMBER 5, 2017, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Chairman Glynda Cavalcanti; Vice Chairman Daniel M. DeIulio; Deputy Secretary Michael A. Perri, Jr.; Mayor Linda Hudson; and Nick Mimms, Ex-Officio Member/City Manager.

Excused absence: Secretary Darryl Thomas-Bey

Others present: John K. Tompeck, Director of Utilities; Rupert N. Koblegard, III, FPUA Attorney; Barbara A, Mika, Acting Director of Financial Services; Paul Jakubczak, Director of Electric & Gas Systems; Bowdoin G. Hutchinson, Director of Water/Wastewater Systems; Lois A. Wolfe, Human Resources Manager; and Judith A. Widmayer, Acting Communications Manager.

The meeting was called to order by Chairman Glynda Cavalcanti.

Opening Prayer was by Christelle Myrick of FPUA Water Distribution.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

Ms. Cavalcanti said her understanding is Mr. Bey got hurt at work today and we need a motion to approve his absence.

A motion was made by Mayor Hudson, seconded by Mr. DeIulio, and unanimously carried to excuse Darryl Bey from the meeting.

Mr. Tompeck announced that he had a "Walk on" item to be added to the agenda. He said there is a contract agreement for emergency catering service that he will discuss under his section.

A motion was made by Mr. DeIulio, seconded by Mayor Hudson, and unanimously carried to approve the set agenda with the addition of the walk on item for an emergency catering service contract.

A motion was made by Mayor Hudson, seconded by Mr. DeIulio, and unanimously carried to approve the August 15, 2017 regular meeting minutes.

Charlie Frank Mathews said he wanted to speak on one of the items coming up under New Business. He said he has always been a believer from his experience of life that it is right to do

right and if you do not follow that what is good for A ought to be good for B. It seems like when we deal with personnel matters a lot of little common things get us in trouble. One of the things that concerns him is FPUA advertising a position, second following the rules in your handbook to where a person lives and where they are going to live if you hire them, and third do they have any conflict of interest. Mr. Mathews said he speaks not in person against someone, but speaks in fairness for the Authority and any government body. He said it tells him when something is done out of hand, someone has something to hide. It is simple to advertise a job, simple to give everyone every way that advertise it is fair. You start out with the newspaper, put it in the notices with organizations, or radio. Do the same in consistent situations and with that when someone discriminates it does not have to be by malice, but it just means you discriminate because that is the way a business is, you or anyone else. Mr. Mathews said he hopes FPUA with follow the golden rule and do it right or not at all.

A motion was made by Mr. DeIulio, seconded by Mayor Hudson, and unanimously carried to approve the Consent Agenda items.

1. Approve Post Budgeted Project for the relocation of electric infrastructure at the St. Lucie County Airport entrance in the amount of $43,000 with in-kind services.

2. ITB No. 17-75: Approve Post Budgeted Project/Budget Request in the amount of $60,000 and award of bid and Contract for Water Treatment Plant Storm Hardening Services to and with A. Thomas Const. Inc., of Fort Pierce, Florida, in an amount not to exceed $120,000. This Contract will commence upon written Notice to Proceed and end on March 31, 2018.

3. Approve transfer of $60,000 from project #505 Distribution Pole Replacement to Transmission and Distribution Improvements project #515, to cover additional costs.

4. Approve of no change to the Purchased Gas Adjustment.

5. Approve Post Budgeted Project/Budget Request for 100 S 2nd St in the amount of $65,000 for FY 2018.

6. Approve the purchase of 1/0 15kv underground electric cable for inventory, in the amount of $36,762.25 from Stuart C. Irby Company, of Jackson, Mississippi, through the Florida Municipal Power Agency Joint Purchasing Project.

7. Approve Budget Transfer Request in the amount of $91,000 to cover additional costs needed to complete the water main portion of the Sunrise Boulevard Water and Sewer Rehabilitation Project.

8. Approve the Budget Transfer Requests for the N. 13th Street Water and Sewer Replacements in the amount of $14,000 (water) and the Purchase Order with the City of Fort Pierce for the amount of $64,916.02 ($17,100.02 water, $47,815.82 sewer).

9. POA No. 17-68: Approve a.) Budget Transfer in the amount of $88,880, and b.) the purchase of the Engineering Design for Gas SCADA Enclosures and Radio Path Study in the amount of $143,880 from SEL Engineering Services, Inc., contingent upon receiving required certificate of insurance.

Javy Cisneros, Supervising Engineering with Electric & Gas Engineering, presented an update on 2nd Street also known as "The Port Project". He said the project limits are depicted in red and includes 2nd Street from A1A to the northern end of the Port, Indian River Drive from A1A to Fisherman's Wharf, and Fisherman's Wharf from US 1 to just east of Indian River Drive. The reason we are doing this project is because it is a roadway improvement project, which means facilities within the right-of-way by permit must be relocated at the expense of FPUA to facilitate construction. FPUA was required to relocate all four utilities; electric, gas, water, and wastewater. The cost to date for electric is $594,000 to relocate over 5,700 LF of primary and secondary cable. Gas is $164,000 to relocate over 4,700 LF of 4" and 2" and includes a 1,000-foot gas main extension from the railroad track to the northern end of the Port for future expansion. Water is $526,000 to relocate over 3,400 LF to replace 16", 12", and 8" water main, wastewater is $504,000 for replacing over 2,400 LF of 8" sewer main, and a new lift station which was added to this project after design changes. Mr. Cisneros said anytime we discuss a roadway project, the one thing that is consistent is there will be changes. He said some of the challenges we experience often are design changes just before or during construction. Some of the design changes are because of the unknowns, which are common because Fort Pierce is an older city. Once we find something that is not shown on the plans, everything has to stop. Another challenge is existing conditions. Historically, an afternoon rain storm would flood this area. During construction, any rain would make it more difficult to work in this area. On top of that a smaller right-of-way on a busy street gets very congested with several contractors and constant flow of semi-trucks. If you have been in the area, you know exactly what he is talking about. Property acquisition is also a common challenge for roadway projects, but is typically addressed before any shovel hits the ground. This project had several properties that were acquired halfway through the construction of the project. For the electric and gas, we constructed up to those properties until the acquisition was finalized. Mr. Cisneros said the next dozen slides will show some before, during, and after construction pictures. He said the picture displayed is looking north along 2nd Street at Fisherman's Wharf before any construction and it shows a mixture of wood and concrete poles that are close to the edge of pavement and has overhead wire crossing the road at an angle. Even though it is structurally sound, it was not the prettiest thing we have in our city. The next slide is looking south along Indian River Drive at Fisherman's Wharf. For reference, you can see the metal roof for Captain's Galley on the right and it is important to note, there are no existing drainage structures on this corridor. The photo shows a new 4" gas main in

yellow inside a new steel casing in green on the far left. We are required to install gas main inside a steel casing when crossing the FEC Railroad. The next picture is the same gas main connected to the directional bore rod with the pull head and the gas main was installed within a few feet of our the new electric poles. Once the new gas main was placed into service, the old gas main was abandoned to facilitate the construction of the new drainage, which was going where the old gas main was located. Any time we are not able to relocate our facilities, we will use a conflict structure to adjust the conflict. Because of the limited right-of-way, there was no-where else for this sewer main to go so we have the sewer main going through a drainage conflict box. The picture shows a 16" to 12" water main tie in and the 16" water main is holding a 5-gallon bucket that is actually sitting on top of a 16x16x12 tee. The 12" water main has several fittings before connecting to a 12" HDPE main crossing the road. Mr. Cisneros said any time we find pipes in the road that are not abandoned everything stops and luckily, these pipes were abandoned so we were able to keep moving. He said there were quite a few abandoned pipes along 2nd Street. The next picture shows some old fuel lines that were no longer in use and had to be removed for the construction of a new water main. We are back to 2nd Street and Fisherman's Wharf looking north and here we have the same location with an after construction picture and the pole line looks completely different. It was constructed to the back of the right-of-way with vertical construction, which means were are not using any cross arms on this design. It was designed and constructed to the Grade B standard, which is the highest standard we can construct to. We also used 50-foot concrete poles so traffic clearance will not be a problem for the future expansion of the Port. You will also notice there are no overhead wires crossing the road, it is a very clean installation. Unfortunately, Adam the jumping spider was ironically not very good at jumping. He was the only known causality for this multi-year project. In all seriousness, over 2 years of construction and luckily we have not had any major injuries to FPUA employees. We always expect to have no injuries so we are happy to have met our expectations. Mr. Cisneros said, as the Mayor will often ask, "what does this mean for the customer". He said with a quick recap, we have constructed all new infrastructure to the latest and stringent standards for electric, gas, water, and wastewater for the current and future customers of the Port. The total cost to date is just over $1.8 million and if we add the change order for the new lift station, which is a modification to the plans, the modified approved budget is $2.23 million. Staff is estimating the final cost will be around $1.85 million, which is below the original approved budget of $1.996 million. Mr. Cisneros said last but not least, what this means to the customers is FPUA is proudly involved in the redevelopment of the Port which will hopefully be an economic catalyst for the area in the near future. He said this is for information only and no action is required from the Board.

Mayor Hudson said we are required by Florida Statute to change the utilities when there is road repair, correct?

Mr. Cisneros said yes we are.

Mayor Hudson said we have to have the budget for that and know what is coming. She said we had to prepare for this years back because we knew it was coming, right?

Mr. Cisneros said that is correct and almost all projects we have some type of time frame. He said we know a couple of years before it is going to happen.

Mayor Hudson said this would have been something that the County would have told FPUA and the Florida Department of Transportation would have told you, or the City would have told you.

Mr. Cisneros said this project was specifically through the County and the City. He said FPUA had an interlocal agreement with the County for this project to address the construction.

Mayor Hudson said right, thank you.

Mr. Tompeck said one thing that made this project so difficult was because we were right against the back right-of-way. He said the poles are literally right there and the gas main is right next to it and there was no room to work on this.

Mr. DeIulio said the drainage that was put in, what kind of rain load can that handle now.

Mayor Hudson said we are going to find out.

Mr. Cisneros said FPUA did not install the drainage, we were required to relocate because of the roadway and drainage improvements. He said that was handled by the County and the City, by the County mostly.

Mr. Cisneros presented the award of bid and agreement for the unit price contract for installation of electric underground utilities. He said Bid 17-06 is for the installation of electric underground utilities, was issued for public bid on June 7, 2017, and the bid opening was on July 24, 2017. The bid was sent to 894 vendors with 16 vendors requesting specifications; however, only three bidders attended the mandatory pre-bid meeting. Of those three bidders, only one bid was received with one no bid and one no response. A local vendor, Mastec North America was the only bidder and they fulfilled all of the requirements for bid. This contract is for 1-year, with four 1-year renewal options. Staff is recommending the award of this bid with a yearly contract amount not to exceed $500,000 with Mastec North America.

Mr. Perri said the bid was for $500,000 and the bonding requirement was less than $200,000 and he does not understand that.

Mr. Cisneros said we have a purchase order for about $200,000 to $300,000 a year, so we do not ever get to the $200,000 mark. He said we do have the opportunity to exempt them from the

bond requirement because then they would have to charge us for it. Each job is never over $200,000, we have a bunch of smaller jobs so we never get to that threshold.

Mr. Perri said then the $500,000 is the total for the budget and we dish it out in increments of less than $200,000 so they do not have to pay for the bond.

Mr. Cisneros said that is correct. He said there are multiple projects for like $10,000 or $20,000 and it is never a single $200,000 project.

Mayor Hudson asked what kind of projects require the underground.

Mr. Cisneros said we have a couple of projects coming up, an automatic transfer switch project we are doing with the hospital and will require some underground work.

Mayor Hudson said then this agreement does not have anything to do with streets, but with specific projects.

Mr. Cisneros said that is correct. He said typically these are very specific projects and there are a couple of roadway projects like 7th Street, which is a City project. There are a couple of roadway projects, but they are mostly smaller amounts. We are either doing a riser or small work on the project that would need the underground contractor to facilitate some construction.

A motion was made by Mayor Hudson, seconded by Mr. DeIulio, and unanimously carried to approve Bid No. 17-06: Award of bid and Agreement for Unit Price Contract for Installation of Electric Underground Utilities to and with MasTec North America, Inc. of Coral Gables, Florida, in an amount not to exceed $500,000 annually, contingent on receiving the required Certificate(s) of Insurance. The initial term of this agreement shall be from October 1, 2017 to September 30, 2018, with four one-year renewal options. Additionally, staff is requesting approval to waive the bonding requirements for projects less than $200,000.

James Carnes, Environmental Engineer with Water/Wastewater Engineering, presented the Award of Bid and Agreement for the replacement of Lift Station 23. He said the Invitation to Bid (ITB) was uploaded to DemandStar on July 14, 2017, was advertised on July 21 and 26, 2017, with the opening at 2:00 p.m. on August 16, 2017. The bids were sent to 648 vendors; twenty-seven vendors requested specifications with two responding, resulting in a 7% response rate. Of the two responding bids, one was a local bidder. A recommendation was received from the Director of Water/Wastewater Systems on August 23, 2017 to request authorization from the Board to accept the low bid from Southern Underground, Inc. Mr. Carnes said staff request approval of the Award of Bid and Agreement for the replacement of Lift Station 23 with Southern Underground, Inc. of Port St. Lucie, Florida, in an amount not to exceed $368,883. The agreement

will commence upon Notice to Proceed and end upon final acceptance by FPUA, contingent on receiving required Bonds and Certificates(s) of Insurance.

A motion was made by Mr. DeIulio, seconded by Mayor Hudson, and unanimously carried to approve POA 17-36: Award of bid and Agreement for the Replacement of Lift Station 23 with Southern Underground, Inc. of Port St. Lucie, Florida, in an amount not to exceed $368,883. The Agreement will commence upon Notice to Proceed and end upon final acceptance by FPUA, contingent on receiving required Bonds and Certificates(s) of Insurance.

Ms. Cavalcanti requested Attorney Koblegard present the employment agreement for Mr. Tompeck.

Attorney Koblegard said like he said in his letter that is in included in the agenda item, this contract is identical basically to the two directors before except Mr. Tompeck in paragraph c of 9, Mr. Tompeck has requested he have a guarantee of at least one year of salary. Mr. Koblegard said he believes we discussed that before because he was working for the Utility Authority before and he gave that position up. If we decide to get another director soon during the first year, Mr. Koblegard said he thinks it is only fair to pay him for that first year no matter what. That is the only real change to the contract. He noticed on paragraph d of 9 there is a misprint that "of" should be "or". It should read: "With the exception of Termination for Good Cause or Termination by EMPLOYEE as stated in subparagraphs a and b above, EMPLOYEE shall be guaranteed a minimum service time up to and including July 18, 2018." Attorney Koblegard said he thinks we had discussed before this contract would be retroactive back to July 13, which he thinks was okay with the Board. He does not see any other issues with John's contract.

Mr. Perri asked if this is in conflict with the Charter, the Charter says the Director serves at the Board's pleasure and that eliminates that.

Attorney Koblegard said he can still be terminated, but we would pay him for that year just like we do on the three months. He said if we terminate someone without cause, we pay them three month's severance pay. In this case, we just agree to pay him more than that, which is not prohibited by any law or rule.

Mayor Hudson said she thinks it would be a good idea and we do not need to put it in the contract, but it would be a good idea to schedule a performance review. She said perhaps in six months or so that we all agree to do that so it can be scheduled.

Mr. Tompeck said he would like to do that and as a matter of fact, he has started working on some kind of evaluation form the Board could use. He said he will try to get it out to the Board in the next two weeks and you can add what other issues you would like to add. Six months is an appropriate time.

Mayor Hudson asked if that is agreeable to the Board.

Mr. DeIulio asked if it was six months from the start date.

Mayor Hudson asked six months from now or six months from the start date.

Mr. Tompeck said six months from the start date is fine with him.

Ms. Cavalcanti said that would be January.

Mayor Hudson said that will be easy to remember, start of the year. She said that would be good to make sure Mr. Tompeck scheduled that and we can be prepared. Of course all along we need to be talking to him and letting him know things the Board needs to talk to him about. It is not like we are not going to be talking about performance until then. It is something we should do as good Board Members.

Mr. Tompeck said that is fine.

Mr. Mimms asked if this is to appoint Mr. Tompeck as an Interim Director.

Ms. Cavalcanti said her understanding it is an Interim Director.

Mr. Perri asked Mr. Mimms to repeat his question.

Mr. Mimms said he is just trying to get clarity if this is to appoint Mr. Tompeck as Interim Director.

Mr. Perri said he would not say it is an Interim Director.

Attorney Koblegard said we discussed the Interim Director when we asked him if he would consider doing it. He said he thinks Mr. Tompeck mentioned something about he would be willing to stay one or two years, but not locked in to it. It does not mean he cannot stay forever if he wants to. Attorney Koblegard said he would say the interim term is not important. He is our Director at this time and he does not think we would have to change the contract if he is an Interim Director or necessary because it is going to work itself out as we go along.

Mr. Mimms said he did not get the answer, is it the Director or Interim Director.

Attorney Koblegard said he is the Director until he resigns or we replace him.

Mr. Mimms said okay.

Mr. DeIulio said then we are not going to discuss about finding a replacement for Mr. Tompeck.

Attorney Koblegard said the Board can do whatever they please, it is your call.

Mr. DeIulio said if it is the understanding from Mr. Tompeck that it is a year contract, then we would need to start searching for a replacement.

Attorney Koblegard said he was just asking if we were to decide to make a change in the first year that we would guarantee he would get paid for at least that one year. He does not think Mr. Tompeck plans on stepping down at one year, but does not want to speak for him.

Mr. Tompeck said he does not because he is having too much fun to even think about stepping down.

Mr. DeIulio said wait until next week.

Mayor Hudson said now we will have to have your evaluation sooner.

Mr. Mimms said he is a Board Member, but he does not vote. He said representing the City of Fort Pierce and the administrative portion of the City of Fort Pierce, he thinks it would behoove any organization that is looking to move forward and to ensure its prosperity to seek the best possible candidate that is out there. If Mr. Tompeck is that person then Mr. Tompeck is that person. We have had great success with a consultant called Colin Baenziger who has helped us acquire a City Attorney and also acquire our County Administrator. He is just putting that out there and believes we need a very strong person to lead this organization. This organization is one of the most important entities to the future of the City of Fort Pierce and wanted to throw that out there for discussion. If you are seeking a permanent Director of Utilities, Mr. Mimms said he thinks we ought to at least look and see what the private sector has to offer.

Ms. Cavalcanti said she would like to say a couple of things on that. She said we did have a consultant for our last person we had as a Director and we spent a lot of time trying to choose that person. Ms. Cavalcanti said she looks at it a little different, from her perspective, she thinks we have great talent within the Utility Authority, incredible talent. She asked Mr. Tompeck why he did not put in for that job initially and he said because he understood we wanted somebody for eight years. She does not know if eight years was the number, but it was to give some of our young superstar talent time to mature so they could take over that position and still feels the same way. She is not trying to say we should not go out for a search at some point soon, but thinks Mr. Tompeck has indicated he probably would not be here and that was 2 ½ years ago he said it was eight years and he was not interested. In her mind, this is definitely, even though he is titled Director of Utilities, it is an interim position until he decides to retire and then we look either inside the utilities and inclusive of, just as Mr. Mimms said some other talent. However, we have some incredible talent right inside this utility and that is just her opinion.

A motion was made by Mayor Hudson, seconded by Mr. DeIulio, and unanimously carried to approve the Employment Agreement for John K. Tompeck as Director of Utilities, retroactive back to July 13, 2017.

Barbara Mika, Finance Controller, presented the monthly update on the bill comparison for the month of July 2017. She said the first graph displays the comparison of the Florida Residential Electric Rates for the month of July for the 33 municipal utilities that operate in the State of Florida. Thirteen of these utilities, including FPUA are members of the All Requirements Project (ARP), these participants are colored in red on this graph except for FPUA to bring attention to it is shown in yellow. The ARP provides it participants the benefits of lower operating costs, economies of scale, and lower risk with more cities working together. The Florida Municipal Electric Association compiles these billing rates each month from utilities around the state. The graph shows all municipal electric bills in the State of Florida for the average residential usage of 1,000kWh. FPUA's July bill is noted in yellow for the 1,000kWh of consumption comes in at $118.84. This rate reflects the $1 increase in the Power Cost Adjustment (PCA) that was implemented on July 1st. FPUA ranks in the 11th positon from the right in this comparison and this is a decline from the previous month in June of 2 positions in our ranking. Also depicted in this graph, in blue, is the relative position that FPUA would be in, effective with the September bill and the approved adjustments of the PCA. A few notes on the billing rate changes that have occurred since June, there were 15 municipal utilities that have experienced rate changes in July. The net effect of these changes was a net increase of $1.07 and this brought the average rate for both the ARP and for the Municipal utilities up by approximately $0.30 from the previous months, the average that is. The average bill for the Investor Owned Utilities (IOU) that operate in the State of Florida is $127.21 and this IOU has increased $1.27 from June. Both the averages for the Municipal bill and the ARP fall below the IOU bill for July. The July bill for FPUA, at $118.84, remains below the average of the ARP and the IOU average. Mrs. Mika said the next graph displays a similar comparison for usage of 2,500kWh. In this comparison, FPUA has fallen one position since June, and now sits in the 13th position from the right. We have also included on this graph, the depiction of where FPUA would stand with the additional approved increases to the power cost which became effective September 1st. Displayed is the July comparison of local residential electric, water, and wastewater bills for the Treasure Coast area. It includes the utility bills for Fort Pierce, Port St. Lucie, Vero Beach, and for the county utilities in St. Lucie County and Martin County. The bill totals shown here include all applicable taxes and fees and have been calculated and verified to actual bills or rate schedules. Since this comparison was last presented for the month of June, the only change in the comparative electric bill was with the Ft. Pierce Utilities Authority bill with the adjustment to fuel costs of $1.00. There were no changes at all in the utilities for water and wastewater billings. FPUA's current electric services, including all fees and taxes, remain lower than Vero Beach and our overall bill for all three of these services remains the lowest in St Lucie County. The last table has a more detailed comparison of the local residential bills with a breakdown of the fees for services, taxes and other charges to the

customers in these different service territories. This item is for information only and requires no action on your part.

Mr. Tompeck said we have started our hurricane preparations to our Phase 1 alert activities and he has had a chance to meet with all our managers and have gone over the initial prepratory steps. He said those steps include non-perishable food, fueling vehicles, emergency generators, and gathering emergency supplies and spare parts. He has also spent a lot of time working on manpower schedules to make sure we are covered for storm preparation during the storm and storm restoration as well. There will be more detailed steps as the week goes by. There is one additional item related to hurricane preparation and Lois Wolfe will present the item on the emergency catering service.

Lois Wolfe, Human Resources Manager, said she would like to request approval of the contract with Good Eats, See Food, LLC of Fort Pierce, Florida to provide emergency catering services in the restoration phase for our employees and outside agencies that come in to restore services to the City. She said we do have also an existing contract with another vendor that has been in place for several years. The issue is that vendor is located two hours north of us and from past experience last October, we needed to provide food in the immediate interim before they could get here and set up. In doing some research, Mrs. Wolfe said she found this local vendor that is actually part of the food truck vendors also serves as a catering service. She engaged with them to find out if they could provide for us and found they can be here within the hour. In fact, quite frankly within 30 minutes set up and ready to provide food to our crews. This contract would run from September 6, 2017 until September 5, 2018, with three one-year renewal options and not to exceed an annual amount of $150,000. This is based off an estimate of the costs during the 2004 and 2005 hurricanes and obviously that is an estimate to serve approximately 250 crew.

Ms. Cavalcanti asked if that was three meals a day.

Mrs. Wolfe said it is three meals a day with the dinner meal they will prepare a snack package for the crews that are here later in the evening. She said we are actually going to move the evening or supper meal a little bit later because we found from October 2004 and 2005 the crews were here a little bit later. They will be provided some items to have later into the evening.

Mr. Perri asked if there is a price comparison with the other vendor.

Mrs. Wolfe said yes they compared the price because they do it per meal/per person with our other vendor that was here last year. She said it was comparable.

Mr. Perri asked if she had a copy of that.

Mrs. Wolfe said she did and would provide that to Mr. Perri.

Mr. Perri said he would like to see that before he votes on it. He said Mrs. Wolfe said they could be here in 30 minutes and it costs $2,000 to set up and $2,000 to tear down.

Mrs. Wolfe said they are coming in with their trucks and have to hook up the electric, water, and all of their supplies. She said they also have a refrigerator tractor trailer in order to be able to prepare.

Mr. Perri said he would like to see the figures on the other vendors before he votes on this.

Mr. DeIulio asked if they are an interim until the other crew north of us gets here to set up.

Mrs. Wolfe said since this is her first experience with this vendor, they have told her they can in all likelihood do this long term. She said they talked about a day all the way up to a couple of weeks and understands that in 2004 and 2005, the vendor may have been here for about two weeks. They do have the capability of handling that and her most immediate interest is to get them here quickly. In October, what they ended up doing was using vouchers and what they found happened is the restaurants that were able to function were so packed that we ran into some issues with them being able to get food in a timely manner.

Mr. DeIulio said so they will provide food for our employees.

Mrs. Wolfe said for our employees and for the outside crews that come in so it is done for up to 250 to 300 of the restoration crew.

Mayor Hudson said this company is on Sunrise Boulevard so they are here in Fort Pierce.

Mrs. Wolfe said that is correct and she believes their actual home is Sun City.

Mayor Hudson said anyway this address is Sunrise Boulevard and she is wondering if this is a walk on item because there is a hurricane coming.

Mrs. Wolfe said actually we started working on this May 16, but because of some procedural issues, it got delayed and now she could really use them. She does not want to go through what she did last year because literally at the last minute they had to get a local caterer, but they were not cooking on site. They were packaging up food, delivering it in heated units, and our staff had to set up and serve. Her goal was getting someone here as quickly as possible who could setup and to find that we had someone in our backyard in Fort Pierce and we like to use local vendors.

Mr. Perri said you started this May 16 and it is just now coming to the Board.

Mrs. Wolfe said yes, we had some procedural issues and it was a process we had to go through. She said we actually did a requisition along with our other vendor and we were asked to separate that out and it went through some procedural delays.

Mr. Perri said that system certainly needs to be fixed.

Mrs. Wolfe said we are working on that.

Mr. Tompeck said one of the first things we instituted after July 13 was to put together a couple of smart folks and we are going back and looking at the requisition system. He said the system has a tendency to get bogged down and we are trying to make some procedural changes so the requisitions move through the system more quickly. If we have something that was developed in May, we should not be bringing it to you on September 5. Mr. Tompeck apologized for the lateness of this purchase order.

Mrs. Wolfe said she can tell you that as far as the costs, this contract has gone to Finance and our Finance Department has looked at it in comparison to our other vendor that we have, prepared and ready to go. She said there is a contract in place with them, but they are two hours north of us. Finance was okay with it because they were not charging any more than the vendor charged us back in 2004 and 2005. Because it is all a prediction on the costing, it is just not to exceed $150,000 and it is charged out per meal/per person.

Mr. Perri said the two hours should not be an issue and certainly you can anticipate when you need them there and call them two hours earlier.

Mrs. Wolfe said in October and since it was the first time HR was involved with securing the vendors and the contracts, we had restoration crews needing to be fed breakfast on Saturday morning and lunch. She said they contacted the vendor, but the hurricane was going right up north and they said the soonest they could be here and set up and serve was supper on Saturday. They had a caterer last minute and she was fortunate to get them here and they actually turned down requests by some other local emergency responders to be able to serve us breakfast and lunch on that day. That was the whole intent with trying to get someone locally that could set up pretty quickly with a phone call. The other problem is if you call them there is a timeframe on which we would call them because we cannot call them too soon, have them purchase all of the food, start heading here, and the storm change path. Ultimately, we would be responsible for paying for that food and again the other thing is that if this all gets submitted to FEMA, we would hopefully get reimbursed for all of the food.

Mr. Perri asked who the contractor was that was out there at the Energy Center during the last hurricane.

Mrs. Wolfe said it was Arthurs Catering and they are in Altamonte Springs.

Mr. Perri asked if that is the one that is two hours away.

Mrs. Wolfe said yes and we still have an active contract with them. She said they would be her other option to call and is only worried about that period between when we say okay we need you and having crews here before they get here. We now either have to provide food ourselves, hopefully get to Publix for things or get another local caterer.

Mr. Perri asked if Arthurs charges $2,000 for set up and tear down also.

Mrs. Wolfe said yes they did and you will see the proposals are very similar.

Mr. Perri said he would like to see the proposals.

Mr. DeIulio said if we choose not to use Arthurs at all, is there any kind of contract problem we would have with that.

Mrs. Wolfe said no, it is basically we have two contracts, one as a primary and one as a secondary. She said we have already put both of them on notice in the event that we need one or the other.

Mayor Hudson said we do not spend this contract unless we need it.

Mrs. Wolfe said we do not want to call them and get them set up here with all the food unless we know for sure that we are going to have crews to feed. She said it would be a cost for food that would not be reimbursable.

Mayor Hudson said she will move approval and she would also like the information that Mr. Perri requested by email.

Mrs. Wolfe said she would send it to them.

A motion was made by Mayor Hudson and seconded by Mr. DeIulio to approve POA 15-48: Contract with Good Eats, See Food, LLC of Fort Pierce, Florida, in an amount not to exceed $150,000 annually for Emergency Catering Services, for the period from September 6, 2017 to September 5, 2018, with three one-year renewal options. Those voting for approval were Mr. DeIulio, Mayor Hudson, and Ms. Cavalcanti; Mr. Perri voted no.

Mr. Tompeck said FMPA will be here for our September 19 meeting to give us the status of the Vero Beach sale to FPL. He told Mr. Mimms that he would like to invite the City Commissioners if they would like to listen in on it. All the transactions between FMPA and FPUA have been

through the All Requirements Projects so the City has not needed to approve any of it, but thinks it would be important for them to hear exactly what they are planning on doing.

Mayor Hudson said we are not voting, just getting information.

Mr. Tompeck said he thinks it will be Jacob Williams doing the presentation, but it may be Frank Gaffney, the Assistant General Manager. He said they are just going to go through the steps. Where we are heading here is we will have a resolution for this Board to vote on in November or December. They are going around and talking to all the Member cities to give them all the details of the transaction, what the risks are, and that kind of thing. He assumes it will take about ½ hour, a fairly long presentation.

Mr. Tompeck thanked the Board for approving his employment agreement and their support over the last two months.

Attorney Koblegard said there are two issues relating to the ex-Director Clay Lindstrom. He said Mr. Lindstrom's attorney filed a petition for Certiorari in asking the Circuit Court here to review the procedure by which he was terminated. That petition was dismissed for failure to filing it timely, it was 9 or 10 minutes after midnight, which made it on the 31st day and thirty days is jurisdictional. If it is not filed within the 30 days, we are out of court. He has come back now and showed or tried to show that in fact he started trying to file the petition before midnight, which would have been on the 14th and within the 30 days. Apparently, for what he was told by Mr. Culverhouse it was kicked out because he could not get the payment made to file the petition of $200 or $300, he is not sure. It was kicked back twice apparently because of that and the case law says the 30 days is jurisdictional, but whether you pay for it or not is not. Therefore, Attorney Koblegard thinks the Circuit Court, Judge Mirman who is handling it now as Administrative Judge for the 19th Circuit, there is a strong possibility it will be set aside and go forward on the merits of the petition. He has not heard anything today whether he has ruled or not and Brad is here and he may have heard. Mr. Koblegard said he sees Mr. Culverhouse says he has not heard so it is still up in the air until we hear. He thinks we are in good shape on the merits and thinks there are some he will not say false, but some inaccurate statements that were made in the petition. Particularly Clay Lindstrom claiming he had only 41 hours' notice of the hearing on the 13th at which he was terminated. He knew about it on June 30th when the agenda was published and it came out of his office or he can say he stuck his head in the sand until 41 hours before and did not get the information is beyond Mr. Koblegard, but that is what they claim. In its other basis, he thinks the petition is not properly taken, but there is a federal code law that says someone that is terminated has a right to request a name clearing hearing. Another words it can be used in all different kinds of situations and is quite common in a situation where someone is terminated as an at will employee. Statements that are put in his file that are derogatory and keeps him from being employed in the future in some fashion or speaks badly about him, that person is entitled to request a hearing before whatever board that he was working under to

appear and make a statement or state his side of the case, so to speak as to why he thinks the positon that was taken by whoever put it in his file like this Board stated on the 13th when he was terminated were inaccurate. Attorney Koblegard said he is entitled to that and has now requested it. He told Brad that he would bring it up tonight with the plan in the future to have a full Board when everyone would be here. He does not think it should be done with a partial Board and does not think we have to have a special hearing or meeting and this Board can make that decision. What he is asking for now would be if any of the Board Members and with Mr. Bey not being here today that is a problem, are there any meetings between now and December when anyone knows they will not be here. We would not want to have it on that day.

Ms. Cavalcanti said the 2nd meeting in October she will not be here.

Attorney Koblegard asked if anybody else has any know reasons now why they would not be attending.

Mr. Perri said he does not know at this point and time.

Ms. Cavalcanti asked if it can be done by email.

Attorney Koblegard said yes we can and he told Brad we would try to get two or three dates for them so they can see if they would be available at that time also. He said Mr. Lindstrom is allowed to appear and make a statement. Our meeting rules right now only allow for someone to speak for five minutes. He mentioned it would be up to the Board, but if the Board chose to, you can make a special condition for him at that time to speak for longer if you wanted to. We are not here to hear about what a good man he is or that his wife makes cupcakes, we are here for him or someone on his behalf to dispute the facts that were presented at the meeting on the 13th. That is the only purpose of it and anything else would be out of order. That is where we are and he is entitled to appear before the Board and he would think sometime in the fall would be the time to do it.

Ms. Cavalcanti said it may be that we should see what affect the hurricane has on our community in the next couple of weeks.

Attorney Koblegard said that would throw everything off because it is a monster.

Mayor Hudson said she would have to check her calendar because she believes there is a problem for her in October.

Attorney Koblegard said if everyone could email Florinda and give her days that may be an issue, then she could get something out. He said we could email you all back and say we are looking at this date and is it okay. If that is the case, he can send it on to Mr. Culverhouse.

Mayor Hudson said right now we are talking about in conjunction with the regular meeting.

Attorney Koblegard said yes and he asked him if he could let us know the time they may be looking at to see if it is going to be 30 minutes then that is one thing. He said if it is going to be two hours that would be something else. It may be a special meeting might be the better way to do it, he does not know. He has not heard back on what his timeframe would be. If we could start by everybody trying to let Florinda know when you would be available.

Mr. Perri said he would like to complement our Water Department. He said the Treasure Coast Palm analysis of eight of the Treasure Coast's largest public water systems showed all but Fort Pierce Utilities Authority and Indiantown Company received violations in the past five years. FPUA was the only one in the past five years that has not received any violations. These violations include St. Lucie West Services District, the County Utilities of Martin and Indian River, and the City of Vero Beach, Stuart, Port St. Lucie and these are according to the Florida Department of Environmental Protection data.

Mr. Perri said he would like to discuss the Policy Makers meeting that is coming up next month and asked if we are set where we are going to have it. He said we are talking about caterers and asked if we have the food source in place and are we supplying lunch for them.

Mr. Tompeck said we have it set up and we decided based on the number of people, we will probably have the meeting at ESC in the War Room. They have trouble accommodating 15 or 18 people out at the Treasure Coast Energy Center because the conference room is small. After the meeting is over they can do the tour and all of Thursday's activities will be at ESC.

Mr. Perri asked if they are going to have the meetings the next day in the War Room or are they going back to Orlando.

Mr. Tompeck said they are going to be here. He said there will be some activities that Wednesday night as well that we will invite all the Board Members to participate in.

Mayor Hudson asked what the date is.

Mr. Perri said the Policy Makers meeting is September 20.

Mr. Tompeck said he believes it is October 18.

Ms. Cavalcanti asked if it is on a Monday.

Mr. Perri said the Policy Makers meeting is October 18.

Mr. Tompeck said we will have some of the FMPA members that will come down just for the tour of the Treasure Coast Energy Center.

Mr. Perri said October 19 is the Executive Committee meeting and that is going to be at the Energy Center also.

There being no further business, the meeting was adjourned.

ATTEST:

SECRETARY

CHAIRMAN