MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, SEPTEMBER 19, 2017, 4:00 P.M., CITY COMMISSION CHAMBERS.

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

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; Judith A. Widmayer, Acting Communications Manager, Commissioner Tom Perona, and Commissioner Reggie Sessions.

The meeting was called to order by Chairman Glynda Cavalcanti.

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

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

Ms. Cavalcanti said she would first like to give a round of applause to all of the Fort Pierce Utilities Authority employees that made our power coming back on such a huge success.

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

A motion was made by Mayor Hudson, seconded by Mr. DeIulio, and unanimously carried to approve the September 5, 2017 regular meeting minutes.

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

1. Approve no change to the Power Cost Adjustment.

2. POA 14-53: Approve Amendment No. 1 to Specific Authorization No. GT 16-05 with Globaltech, Inc., of Boca Raton, Florida, in an amount not to exceed $45,787.47 for Replacement of the Water Treatment Plant Master Meter and 12-inch water main extension.

John presented an update on Hurricane Irma restoration. He said some of the information the Board is already familiar with, but he wanted to let the public know. The total number of FPUA customers is 28,381 and the number of customers affected by the outage was 23,774 or 83%. Four of our six substations were out of service at least intermittently during the outage and 24 of our 34 13KV feeders were out of service. Those are the main feeders that come out of the substation that feed the neighborhoods. We also had some issues with our 69KV transmission loop which was partially out of service. There were some tracking problems with the salt and dew and that was a problem for us not only on our lines, but also on the transformers in the substations. The restoration was started September 11. There seems to be questions about restoration priorities and they include hospitals, schools, shelters, nursing homes, and assisted living facilities. Once the priority customers are up and running, we go to the areas where we can get the most customers on as quickly as possible. We walk down all the feeders to see what kind of damage there is on the feeder or the lateral and as soon as we have a feel for what we need to do, we will go to the one we can get the most customers on as quickly as possible. Depending on the situation, some areas have more problems than others. In this particular hurricane, St. Lucie Village had a lot of problems in terms of some down trees and lines which were a problem in getting them up and running. There were some problems on the Island and they were restored later than other areas because of specific issues. There is no favoritism or anything like that and when it comes to restoring, it is strictly by the numbers and trying to get as many people up as quickly as we can. Mr. Tompeck said the restoration was completed Saturday, September 16 at 1 p.m. and all we have left is 15 customers that could not be restored because of issues related to weather heads. He said we have not heard from those customer yet, but as soon as they have their weather heads up and running, we will hook them up. Repairs were mainly due to downed trees in wires and broken poles. We have about 15,000 wood poles in the system. Our pole inspection program has identified approximately 1,300 which need to be replaced. We have replaced 500 of those poles and have been aggressively changing poles over the last three years, at a rate of about 150 poles per year. This year we have already replaced 166 poles. We know what is out there and it is really a question of continuing to replace these poles. FPUA has a tree trimming program in place where all the right of ways are trimmed every three years. Some of the fallen trees on the lines were not in the right of ways and even if we had trimmed that right of way, it would not have made any difference. We are spending a lot of time and a lot of money making sure that to the best of our ability we can replace poles that are old or need replacement. Staff did a very comprehensive evaluation of the poles, some had to be replaced, some had to be shored up, and some were okay. We had 14 line workers plus 22 mutual aid workers from Michigan. They did a great job for us and deserve some recognition and they were from Marquette, Sturgis, Lowell, Escananda, Niles, Lansing, Travers City, and Zeeland. Approximately 50 people were out in the field during the restoration plus 15 people for tree cutting and clearing. There were a lot of other people in the office that were supporting them and supported them in any way they could like running meals out to them so we could keep them working. Some of the consumables we used during the restoration were 31 transformers, one pad mounted switchgear out on the Island which was part of the problem of why we could not get the power restored there as quickly as we hoped. We used 24 power poles, 21 cross arms,

50 cutouts, 236 insulators, and about 16,000 feet of wire. When you watch the news or read the newspapers all you hear about is the electric portion and we did a fairly good job getting the electric up pretty quickly, but there were some other folks that were quite busy on the water and wastewater side and they deserve as much recognition as the electric. The Water Reclamation Facility (WRF) was out of service on two occasions. The first outage was September 10 and was out 14 hours and 6 million gallons of screened effluent was discharged into the river. The second outage was September 12 and was for six hours with 3 million gallons discharged. There was a small spill at LS A that lost about ½ million gallons there. One of the key issues here is even though there is 9.5 million gallons, some of that was storm water. Our system was overwhelmed with storm water so it was not all screened effluent. Mr. Tompeck said part of the problem there is that both the power sources to the WRF failed. One of the lessons learned that we are probably going to think about is to get some emergency backup power there. We seem to think the Florida Department of Environmental Protection (FDEP) is going to mandate that soon. We are not the only ones that do not have backup power. If we do put some backup power there, we will make sure it is portable in case we should move the WRF in the not too distant future. FDEP was notified of the spills as required by our permit. Our lift stations were without power and initially we had 90% of those stations without power and they have all been restored with the exception of one that is still running on a generator and is fed by FPL. The wastewater folks really had their hands full even though you did not really notice it. The water system did not have any problems with water, Water Resources ran on backup generation without incident. Water was not shut off to any customers and that is credited to some of the storm hardening we have done over the last four to five years and has been successful. Water Resources also helped out with the Fort Pierce Police Department because they had some generator problems and we sent a couple of our guys over there to help them. As required by procedure, the natural gas was shut off at the five trailer parks as a precaution at 7 p.m. on September 9. Gas was restored to those trailer parks at 9 a.m. on September 11. That is just a precaution in case the trailer should come loose and dislodge a meter and cause a gas leak. When we got back to restore it, they still had pressure on the system so we did not have to relight anybody. There were no reported incidents on the natural gas. The Treasure Coast Energy Center (TCEC) was taken off line on September 9 about 7 p.m. and was up and running and released to dispatch at 1:30 p.m. on September 12. Mr. Tompeck said he talked today to Ed Leongomez and they had some minimal damage, but were able to operate without any problems. FPUAnet did not have any fiber down and no fiber breaches and the system was restored after restoration of electricity. Some of the costs we have incurred so far: consumables $110,000, damage to FPUA facilities $109,000 and most of that damage was centered at the WRF, main damage was to pole barn at WRF, and possible damage to roof at Repump #2. The catering expense was $85,000 and we had Good Eats and they were up and running Monday night and they served three meals a day through Saturday breakfast. They served an excess of 2,000 meals and that worked very well. Customer Service handled over 17,000 calls during the hurricane and restoration period and Mr. Tompeck has a feeling some of them were from the same person more than once. He does not have any of the cost for FPUA staff and mutual aid contractor's time. Hurricane Mathew cost us approximately $675,000 and based on the mutual aid people we had here, it will probably we a little bit more expensive for Hurricane Irma. We had four to

six for Mathew and we had 22 this time. The price tag on this may eventually be close to about $1 million. Mr. Tompeck thanked the St. Lucie County Fire Department for hosing down our substations to relieve us of our salt issues and they were very helpful. That is everything in a very brief nutshell and this is for information only and no action is required from the Board.

Ms. Cavalcanti said when you say our cost are $675,000 and it may get up to $1 million, she asked if we get reimbursed by FEMA or insurance for this or is it out of pocket costs.

Mr. Tompeck said some of these will be reimbursed. He apologized if he did not make it clear, but the $675,000 was what was spent on Mathew.

Ms. Cavalcanti said she thinks he did say that, she could not remember.

Mr. Tompeck said it will be reimbursed, but the history of FEMA tells him it will not be anytime soon. He said we are used to that and everyone had to fill out an activity form daily. There was training before the storm got here on how to fill it out, but it still takes a lot of time to get it through the system. A good part of whatever we spend will be covered by FEMA like the storm preparation, restoration, and overtime costs. They will not pay if your guy is there and is working on the hurricane because that is his normal time.

Mayor Hudson said in your debriefing with your staff and planning for the next one. She had several people tell her when they called, they got a message that said they were 400 customers out and Facebook and even our own communications were saying many more. They also said they did not know if their complaint was registered and she said she was not complaining. She is just saying she thinks people feel a lot better and it may not always be possible, but the number one thing is they wanted to talk to a live person to make sure somebody knew what was happening to them. Mayor Hudson said this is a huge event and knows that cannot happen, but if we had a better way of programing the program message when they call the one number.

Mr. Tompeck said we are going to look at that, but the thing we did this time during this outage is our customer service folks when they got a call, they would punch in the address and could see on the screen the area. He said they knew if the area had power or not, which was very helpful. Part of the problem is people are only interested in their power and it is real hard to say because we may be in their neighborhood, but maybe that lateral has damage on it and they may be a little bit further down the road. Once we sort out the next couple of days, we will have a meeting next week internally and go through our lessons learned. We already have a list of that and even Mr. Perona is going to be kind enough to supply us some lessons learned. Staff will come up with a presentation here in the next month or two and do a final cost and lessons learned.

Mayor Hudson said the communications are so important with people even if you do not know anything. She said of course everyone wants to know when their power is going to come back and of course we cannot tell them when their power is going to come back and she knows that.

They should know that, but even if you do not know anything, just what you said about the priorities, she would like to have those in writing next time for the hurricane. A lot of people reach out to her and say they have not seen any trucks and ask all kinds of crazy questions. She would like to be able to reassure them. Mayor Hudson said she knows and is not criticizing because she knows everyone was working as hard as they could. She said it is just communicating to people so they know that we know they are out there.

Mr. Tompeck said one of the things we have talked about already internally is there may be some additional information we may want to add to the press releases so people are more aware of some links and that kind of thing. He said we think that will be helpful and other things we are going to look at to be sure we will be prepared for the next one.

Mayor Hudson said your advisories when you began to be able to say this is how many customers are out and this is what we are doing, those were very good on Facebook. She said if people were able to charge their phones they were able to read those and that really helped.

Mr. Bey said we also were able to give a couple of people the information we get like how many customers are out and that sort of thing and we broadened our scope of communication and brought a couple in the loop that were not.

Mayor Hudson said you were able to do in a broad sense. She said if you reach out to your friends and tell them everything and then they reach out to their friends.

Mr. Bey said exactly and that was the good thing that came out of this.

Mayor Hudson said the media helped in this case a great deal.

Mr. Perri said he was kind of disappointed watching the announcements on TV that we did not have any City Management. He said they had the Port St. Lucie City Manager, the Port St. Lucie Mayor, County Commissioners, and County Administrator and did not see anyone from the City of Fort Pierce or FPUA's people at the Center to give information. Mr. Perri said he thinks it is important that our leaders get up there with the rest of the crew to let people know what is going on and he was a little disappointed.

Mayor Hudson said our Police Chief was there at every briefing.

Mr. Perri said they did not show up on the TV that they were there.

Mayor Hudson said the Chief was there.

Mr. Perri said the Chief was the only one that he saw, but did not see any City Commissioners, the Mayor, or the City Manager.

Mayor Hudson said she was not there, that is true.

Mr. Perri said he did not see anybody from the Utilities either.

Mr. Tompeck said we had people at the EOC for the full period of the hurricane.

Mayor Hudson said so did the City in addition to the Chief, but they were not on camera, she was the only one on camera.

Mr. Tompeck said the communication between the EOC and us was excellent and we knew exactly what was going on and what they need.

Mr. Perri said he received a lot of comments asking where we were so he just thought he would pass that on.

Ms. Cavalcanti said she would read one text she received so you can get an indication of what we as Board Members were getting. It says "FPUA automation says they only have one outage, the rest of the City has power". Ms. Cavalcanti said she wrote back that no it doesn't, most does not. She said that was on the automated number that they called in on and she does not know if we could forward the calls so a person can answer. This is not a criticism because she knows you had your hands full and she is not trying to criticize, just saying this is the kind of text she was getting.

Mr. Tompeck said they are going to look at that and the automated messages and have talked about it already.

Ms. Cavalcanti said to please understand, she is not criticizing, just an example and she was just trying to remember some of the ones she got and came across that one.

Mayor Hudson said she got a text today from Larry Lee and he has been appointed to a special committee by the Speaker of the House. She said it is on hurricane preparedness and restoration. He is going to want our feedback on our experience and the things we have learned. Mayor Hudson said she believes John received the same text.

Mr. Tompeck said he did receive the text and he has had a chance to talk with Larry several times during the storm about specific issues and he was very helpful.

Mayor Hudson said he was very concerned and working very hard during the storm.

Mr. Tompeck said Jacob Williams, General Manger and CEO of Florida Municipal Power Agency (FMPA) and Mark McCain, Assistant General Manager of FMPA are here to give a presentation about releasing Vero Beach from the FMPA project contracts. He said it is information only.

Jacob Williams, General Manager and CEO of Florida Municipal Power Agency (FMPA) presented information on the release of Vero Beach from FMPA Power Project contracts. He said before he gets started he would like to give the Board a broader perspective on the hurricane and put it in context of what FPUA did, which was an outstanding job of responding. There are a couple of slides and the first one is a statewide look if the customer was out how long did it take the average customer in either the municipals or other places to get back on. There were 7 million customers out in the State of Florida and that is 14 million people, essentially 70% of the population was out of power at peak time. The utility industry would say this was the largest storm recovery in its history because there were so many people out in so wide an area. There were unprecedented steps taken by the industry and it started back when the Governor brought everyone together on the Tuesday after Labor Day. From that day forward, there were calls and coordination going on around the country trying to get resources in. At peak, we probably had close to 60,000 resources working the electric industry at peak. Most of that would have been external coming in from outside the state by the time it was done. There were calls with all the utility CEOs from around the Country on a call that was basically saying we need extra resources into the State on that Tuesday, an extra 10,000. They started calling out all the utilities from Tennessee, Ohio, the Midwest, and the Mountain area to get resources in. It was quite a situation with over 200 transmission lines down throughout the State at peak. This is something we have not experienced before and the State responded. The municipal group had 1,000 extra crews come from outside the State of which FPUA participated in to supplement the 1,000 that were already here. It was quite a strong showing as a result, the chart displays how the municipals as a whole did and will show how Fort Pierce did in responding. Mr. Williams said at 100% that was at peak for whoever was out, which was the 7 million that were out. He said it shows what percent of them got power back or what percent were without power. If you follow the blue line down on day one, the average municipal customer or 50% of them that were out, were back in service after day one. If you say day one started late Sunday night for Fort Pierce, then by Monday night 50% were back, that was the average. For the other utilities it was day two before they got to that same level of response. As you worked down, you would see most of the municipal utilities worked as much as two days faster in getting to the 85% or 90% customers back. That is attributable to great planning and obviously the local control you have resources here, know where, and it is a confined system in that. It was an outstanding job with by the municipal utilities as a whole. Mr. Williams said John may have shared this with you, but we pulled the data for St. Lucie County and looked at the peak for St. Lucie County and they had 109,000 customers out and FPUA had 23,000 out. He said if you follow the blue line down by day two Fort Pierce had done significantly better than the surrounding utility and that trend continued all the way out. Again, FPUA did a wonderful job in getting customers back on sooner and hats off to FPUA and fortunately around the State that was the trend community after community in the municipal

systems. They tend to respond extremely well and got the resources in and went about the business well.

Mr. Williams said what he really came here for was to deal with the issue with Vero Beach and their request to sell their utility to FPL and get out of the electric business. He said in order for them to do that, they have to deal with three contracts they are part owners in, the St. Lucie Nuke Plant, and the two coal plants. They need to assign those contracts to another municipal entity and in this case they have requested FMPA's ARP, which FPUA is one, to take over the responsibly for those contracts and they would pay the cities to do that so they can sell their contract. Vero Beach has 51 MW in the three projects, St. Lucie and the two Orlando coal units. They are asking the ARP cities to take over the responsibility of those contracts because they need to move them. For that, Vero Beach would pay the cities or the ARP $108 million which is basically for the power the ARP cities do not need because we already have enough power. The cost of the power they would give is up and the market value is down and they would have to pay us the difference so that no one's rates including Fort Pierce's rates do not go up at all just so Vero Beach can get out of their entitlement agreements. In addition, they have to compensate the cities for any additional risk down the road because if we take over the rights for a coal and nuclear plant and have to replace some big equipment down the road you did not plan on, that risk needs to be covered too and this dollar amount covers both. Because FPUA is a project participant with them in some of the projects they have to get FPUA's agreement that the ARP cities can take the place of Vero Beach in those contracts. There are actually two agreements that we will discuss and the goal is to get all the cities to approve by December of this year. Today we are here for information only and no action is required, but we wanted to inform, get the questions out on the table, and be able to answer them so that in late October or November we can then come back for a final approval. Mr. Williams said Vero Beach has 13MW of the St. Lucie Nuclear Plant, 21 MW at Stanton and 17 of the Stanton II plant. He said the reason they need to pay the ARP cities to take this power is because as shown on the displayed slide, the stacked bar is the cost per megawatt hour (MWH) of the various projects. The Stanton Coal Project in 2019, its average cost will be about $187 per MWH, Stanton II will be $125 per MWH, and St. Lucie will be $74 per MWH. This is fixed costs and variable costs all stacked up so the cost are an average of about $95 per MWH and the problem is the value of the power is only $25. Essentially what the cost of producing one megawatt out of Treasure Coast, they have to be as cost affective as another megawatt hour at Treasure Coast. Gas price is fairly low. What Vero Beach would have to do is for every megawatt the cities are taking, they are going to have to pay them the $75 spread for all of those to pay them for the extra cost they will have to take on. It is not just one year, but it is actually for the next 10 years so it would start assuming the contract, which will close in October 1, 2018. There would essentially be 10 years that this will be going on, if not longer so we have to escalate things. We had certain escalators in terms of costs and we assumed the cost of power would only increase by the cost of natural gas, a very low 3% escalator. There are different escalators around coal pricing and one of the big things is we assumed for the 10-year period, the ARP cities do not need the power. They are not getting any value in the capacity market for those on the power side. We are not giving them any credit so we are avoiding

building anything. We already have everything we need to build so you are just giving us power essentially at fewer spot market prices. We are assuming the plants will run through that life, which for one project is 19, 26, and 27. We used a discounted cash flow method and assumed the closing of the deal would be done in October of next year. It will take Vero Beach and FPL that long to get their regulatory approval to sell the system, FPL to buy it, and then to start the integration because they do not just flip the switch the next day. All of the meters have not been loaded in the system and the wires have not been reconfigured. We discounted the cash flow to 4.75%, which is essentially the highest debt cost we have on the books that we can pay off. If you look year by year, the cost for the projects is the series of numbers $107 down to $92 and it averages about $96 to $97 per MWH. The market cost or price is in the mid $20 to upper $30 so the delta between that each year times all the megawatts off the project is what Vero Beach would pay the ARP cities to take over that high cost power so that FPUA's rates do not go up at all. You will be completely insulated and all our ARP cities are insulated from that. Mr. Williams said that value over the period of time was $76 million and in addition we said the ARP would not take any additional risk from future project issues or life extension, things that could cause us to pay more for power longer than we expected was another $32 million. He said together, Vero Beach would pay the ARP cities $108 million and that is the proposal FMPA put out to their Board of which FPUA is a member back in February. At that time, it was presented to Vero Beach as well and they have accepted the number that they would pay to get out. FPL's offer to Vero Beach is based upon paying the City's $108 million. There were two outside parties that reviewed FMPA's analysis of the cost and when we did the work in January, Bank of America provided their internal analysis. They thought it would be about $111 million and the difference between our number and theirs' is they assumed the sale would be done essentially two weeks from today. That meant we, the cities, would be paying more debt payments and by waiting the year that number would be lower. After a couple months, the Board asked that we get an outside firm and in this case it was GDS Associates based out of Atlanta and does work with co-operatives and municipal joint action agencies. They did their own independent review and came up with $106 million so right in that same neighborhood. The reason they had a bit of difference between the cost numbers and power cost is they assumed the coal cost were going to run longer than we did. We said it was a risk that would run longer and it was in the risk premium and they are going to run longer so they put the number in different categories. That analysis was done and the Chairman of the FMPA Board had direct access to ask all the questions he wanted and he could go to them to make sure he was completely comfortable. They presented it to the FMPA Board in May or June. Mr. Williams said in order for this transaction to occur, 19 cities including Fort Pierce must approve the transaction. These cities are either a part of the ARP, which is 14 of the cities or because they are a project participant with Vero Beach in one of the projects of which there are multiples of that. They all need to approve and they are in the process of meeting will the cities and hoping to get it all wrapped up in December. After each of the cities approve, then it would go before the FMPA Board of Directors, so the Board would then go through the approval process in January and February. Essentially what this allows is a consent that says we are allowing Vero Beach to terminate their contract, allowing them to assign their rights under the three projects to the APR Cities, and that Vero Beach wants to be released from all contingent

liabilities. If they get out of this, they want to be done and no more costs, here is your $108 million and we are out. Finally, we would ask the Cities to allow us to modify their contract to let this happen because in the contract, it does not allow what we are asking to do. They are paying us the $108 million so they can get out and sell their utility because the contracts do not allow the owner to sell their utility. The only way to get around that is to pay enough so that the Cities will not pay any more for their power and that the bond holders are protected. They are not going to let us change these contracts without them being protected to ensure they are going to get paid no matter what happens in those contracts. They are looking at the credit quality at the ARP Cities to see if it is better than Vero Beach and the answer to that is yes, but they want all these protections put in place. The ARP Cities, as a whole, is eight times larger than Vero Beach and a better rating especially when you think about the big six ARP Cities of which Fort Pierce is one of those cities along with Kissimmee, Beaches, Key West, Leesburg, and Ocala, are 93% of the ARP. If you look at those six cities, then you realize that is where the real credit strength is of the ARP and it is quite strong group. The process is the definitive sales agreements are under way, transfer agreement is being worked on with Vero Beach to FMPA, and now in the approval process. We are working with both the financial community to get all the third party approvals over the next three to four months. At the same time we are working with our Member Cities such as Fort Pierce to get approvals so if we get them by the end of the year, we can come back and have Board approval in January and February and be in a position to move forward with that. Mr. Williams said the deal with Vero Beach and FPL is that FPL will pay the $108 million to FMPA, FPL will pay $20 million to Orlando Utility Commission (OUC) to get out of a power contract they have with them, Vero Beach would have $20 million of bonds paid off for the electric utility, Vero Beach would receive a $10 million lease for a substation property right by the big blue area, the pension liability funds of about $6.6 million, and the City of Vero Beach would get a $20 million cash payment. He said that is what FPL has offered to Vero Beach. The next slide shows the number of timeline steps that have to be done. The two things that will not be up for today, but we would come back at a later date is an approval of a resolution to consent to allow the City of Vero Beach to get out of their power supply contract and then a consent from FPUA that FMPA's ARP Cities could take the place of Vero Beach in the Projects of which FPUA is a party to as well. We will be working with whomever you deem the Counsel to get those consents and all the motions to get done there. Fundamentally that is the issue.

Mayor Hudson said Mr. Perri usually asks this question and she asked if FPUA has to have approval from the City Commission.

Mr. Williams said no because in this case the Utility Authority is the signature to that contract.

Mayor Hudson asked if FPUA has to have our bond approval with our bond companies.

Attorney Koblegard said he will take that up with the Bond Counsel and ask them to answer that question for us. He does not think so, but he is not going to say that for sure.

Mayor Hudson said she knows if we do something major like this, Attorney Koblegard always says we need to check with Bond Counsel.

Attorney Koblegard said he will look into that.

Mr. Williams said what you are really asking for is a Waiver of Provision in the contracts that FPUA and all the other participants signed. He said that you are waiving a certain provision and for that you are getting paid. FMPA has to go to all the Bond Trustees and that process was started last week with the rating agencies as well as with the Bond Trustee, and the major Bond Holders. They are well aware of this transaction and they do have to work with them on all that because the Bond Holders for the ARP are very keenly aware as are the Bond Holders of the Project Agreements.

Mr. Bey asked Mr. Williams to explain to our folks at home what the ARP project is and what it consists of.

Mr. Williams said the ARP is the 14 cities that have banded together to get all of their power supply from FMPA. He said the 14 cities have thrown all of their resources together and they pay all the costs at meeting their needs from FMPA. Those cities include Fort Pierce, Bushnell, Clewiston, Fort Meade, Green Cove Springs, Havana, Jacksonville Beach, Kissimmee, Keys, Lake Worth, Leesburg, New Berry, Ocala, and Starke. They buy all their power from FMPA through the resources that the cities all bought together and own.

Mr. Perri requested Mr. Williams to explain the disparity between 150 MW system and a 1,200 MW system as shown on page 13 of the presentation in comparing the electric revenues of $90 million and $400 million.

Mr. Williams said the ARP is about eight times the size of Vero Beach and Vero Beach ends up paying more for their power through a contract with OUC and they have a large amount of power through the Project. Their revenues tend to be a little bit higher and he is not sure of the reasons, it could be City Transfer or other things. There revenues are higher per rata than their size. He does not know if that answers Mr. Perri's questions.

Mr. Perri said it was close. He said in his mind's eye, Vero Beach right now like Fort Pierce and the other Member Cities owe a certain amount of money of our total debt service.

Mr. Williams said Vero Beach only owns shares of the three Projects, they do not own part of the ARP because they are zero CROD and essentially are not in the ARP.

Mr. Perri said they owe those three Projects.

Mr. Williams said their share of St. Lucie, Stanton, and Stanton II.

Mr. Perri asked if the money they are getting and paying ARP, if it equals to what their obligation is right now going out however long the obligation is to carry out.

Mr. Williams said actually it is more because their debt service is but a small piece of the $108 million. He said what they are obligated to do is just the debt service, but there are going to be costs from the plant as it operates they are going to be obligated to pay and we have forecast what those are. Their true obligation today is the debt service.

Mr. Perri asked if we are getting enough money to cover their part of the debt service.

Mr. Williams said we are getting that plus all the operating costs, which are well above the value of the power itself. He said the debt service on Stanton for 2019 is an important year because that is the last year of the bond; it is paid off 2019. The debt service is half the cost of the Project and then there is fixed cost and variable costs being covered. If you look at Stanton II, you can see essentially 1/3 of that cost is debt service and the other 2/3 is operating. St. Lucie is 40% of the cost of the debt service so they are paying for the debt service, all the other fixed costs, people, and their variable fuel and operating costs. They have to pay the ARP all of that plus the value, which is only $25 per MH. So in answer to Mr. Perri, Vero Beach is paying all of their costs.

Mr. DeIulio asked if the ARP will be better off financially without Vero Beach.

Mr. Williams said the ARP will, one would argue that getting all the money that is due in the future and getting it all now, is always a better financial position to be in as opposed to waiting for payments because you can use the cash as you need. He said we will certainly not be in worse shape. We would use the cash to partially pay off the debt of the ARP, but also to ensure there are not rate increases early on, that the rates are as they would have been before this occurred. Some of the debt to be paid off is not actually due until 2020 to 2022 and so there is some timing issues. We will pay off some of the debt and a little bit of that money will be needed to keep the rates at or below of where they would be otherwise. The marching orders FMPA had at the beginning was no cities like Fort Pierce and Clewiston are going to pay any more so the people of Vero Beach can get out of their contract that they have agreed to, we are not going to have higher rates because of it.

Ms. Cavalcanti asked if our cost to produce this power, excluding the debt are so much higher than the market value of the power, how do we solve that problem. She said if we take this out, we are stuck having to produce the power at $80, but all it is worth is $25 that seems like a really bad deal for everybody in the Projects.

Mr. Williams said it is for that slice of time, it is not the best deal. He said these are 30-year Projects and back in 2008 when gas prices were $12/MBTU everyone was delighted to be in the coal plants because their cost was more like $70 and the alternative was much higher than that.

Today they are higher cost, no doubt about it so what is happening to keep costs down. Orlando the owner/operator of the coal plants is trying to reduce the delivery coal price to start bringing the brown down. The other thing that is happening is those costs are higher than the market so we would want to run this plant less. They are finishing projects there that will allow them to not have to run the plants to boil water. Essentially those coal plants have to boil water right now because they do not have enough water storage on the facility to not have discharge. They are a zero discharge plant for water and are actually forced to run the coal plants to boil off water during the summer rain season. That project will be finished next year so we are going to run the plants less, which means the average costs go up because you have higher fixed in debt but it is a better economic answer, it just looks worse on the dollar per megawatt hour, but we are going to take less of the coal power. We are doing a number of things to try to change these cost structures, but that is what they are today. Mr. Williams said if those costs do not improve you would say then why do you continue to run the plants and that is a question that only Orlando can answer and it is at their sole discretion to keep operating those plants via the contract. He said they are well aware of this problem and are working on it. Back in May, when FMPA had their project meeting with them, the Board made it quite clear this is something they need to be working on for that exact reason.

Attorney Koblegard asked if the $108 million is all paid in lump sum at the time they close.

Mr. Williams said yes.

Attorney Koblegard asked if the entire $108 million stays with FMPA.

Mr. Williams said yes, it all comes in and the funds are dispersed out according to as the Board wishes. He said it has been discussed that they will pay down the debt and keep enough funds aside to manage so there is not rate impact in the first few years until the debt payments assure no one pays more than they would have.

Attorney Koblegard asked if there is any distribution to the Members.

Mr. Williams said no and that would cause concern to the Bond Holders because they want to be sure the debt is being paid down. He said for all the Members, paying down debt means each one of the Members has less debt in front of them in the future. As you consider there has been 10 – 12 years of relationship with Vero Beach that we have overcome and made a meaningful change in that relationship in the last year. It is in our best interest and the Board has viewed it as that to try to resolve the issues with Vero Beach in a way where the cities are not paying anything more for their power and not take any more risk. If we can do that and take care of Vero Beach's concern that has been viewed as best. The political overlay around the State has gotten to the point where it is in our best interest if we can do that and we think we have an opportunity here. All parties are working in good faith to do that. Mr. Williams said he does not

have to tell this Board as you are just south of Vero Beach so you have seen it for 10 – 12 years. He thanked the Board for the consideration.

Mr. Perri said FPL's posture is to gobble up all the municipalities and asked if this will open the door for them to dissolve FMPA eventually.

Mr. Williams said he sure hopes not. He said the history as he understands for Vero Beach is that originally it was because of high rates. Their rates were significantly higher and in the large part because of FMPA and what was going on, their rates were higher than FPL. The rate differential of FMPA and FPL is essentially wiped out now so there is a historical drive to save money. Today that is not the case and the reason the City wants to do this is because it is a political reason and they all ran on we want to sell the utility and that was their decision and is fine. The difference is 8 or 10 years ago the rate differential drove people to consider that question and today going forward the projection is FMPA's cost will be at or lower than FPL. We have no capital investments that need to be made, have plenty of power, and do not have environmental upgrades. The drivers to why people would go forward is very different today than it was 8 or 10 years ago that started all of this. Mr. Williams said Vero Beach is one of two communities that was unique in that they could essentially exit without meaningful payments to leave. He said they and Lake Worth had all their generation before they came in and they contributed in, but they had a provision in their agreement if they left, they could take all of their generation out and would not have to pay for all the fixed costs. They and Lake Worth are the only two that are like that. Lake Worth is in a similar position with the only difference is Lake Worth is about to go out for a power supply contract in the open market and they are going to save a ton of money and there would be no reason in the world where they would want to sell their utility after they see the pricing they are going to see in the market place. He does not see a big drive for people wanting to get out when rates are very competitive and we are going to keep driving them to be more so. Municipal utilities in the open market are seeing big savings.

Mr. Perri said he does not think FPL will change their minds about wanting to take over all the utilities. He said that is their goal in life.

Mr. Williams said the economics will not be in their favor.

Mr. Perri said hopefully and the other driver in Vero Beach is they have 60% of their people out in the County and were not serviced by the City. He said they got a lot of pressure from people outside the service territory.

Mr. Williams said there are some situations he is aware of where there was some special state law that was passed essentially to say you need to get these customers represented or you will come under PSC jurisdiction. He said after the law was passed, they said it did not apply to them and they stepped away from it. That angered everyone outside the City and those things we cannot change and have to deal with.

Mr. Perri thanked Mr. Williams.

Barbara Mika, Acting Director of Financial Services, said this item being brought to the Board for approval is for Natural Gas Purchases for Resale from Florida Gas Utility of Gainesville, Florida, in an amount not to exceed $2.1 million for FY 2018. She said the table included in the agenda packet shows the historical actual and projected natural gas costs. The projections for FY 2017 and 2018 were prepared by staff. This request is for the approved budget and will be spent for Natural Gas purchases only as billed. Staff is asking for approval from the Board for the FY 2018 Natural Gas Purchases for Resale from the Florida Gas Utility of Gainesville, Florida in an amount not to exceed $2.1 million.

Mayor Hudson asked if this is what was approved in the budget.

Mrs. Mika said it is.

A motion was made by Mr. Bey, seconded by Mayor Hudson, and unanimously carried to approve Natural Gas Purchases for Resale from Florida Gas Utility of Gainesville, Florida, in an amount not to exceed $2,100,000 for FY 2018.

Mrs. Mika said the next item being presented, we are requesting approval for the Electric purchase for resale from the Florida Municipal Power Agency of Orlando, Florida in an amount not to exceed $48 million for FY 2018. She said the table included in the agenda packet shows the actual and projected costs for electric purchases for resale for the past five years. The projection for FY 2018 is based upon projections from Public Resources Management Group with the information available at that time. The projected rate per megawatt hour is $83.93. Keep in mind that this request is based upon the approved budget and will only be spent for the electric purchases as billed. We are asking for approval from the Board for Electric Purchases for Resale from the Florida Municipal Power Agency of Orlando, Florida in an amount not to exceed $48 million for FY 2018.

A motion was made by Mayor Hudson, seconded by Mr. Bey, and unanimously carried to approve Electric Purchases for Resale from the Florida Municipal Power Agency, of Orlando, Florida, in an amount not to exceed $48,000,000 for FY 2018.

Ms. Mika said she is presenting the annual request to accept the renewal quote for Property, Workers' Compensation, General Liability and Automobile Liability Insurance. This is an annual request to accept the renewal quote for FPUA's package policy. The policy will be effective from October 1, 2017 to September 30, 2018, and carries a premium of $565,308. Included in your

agenda packet is a copy of the recommendation letter from Siver Insurance Consultants, which describes in detail the changes in coverage. The letter also contains a table comparing premiums between FY 2017 and FY 2018. There is an overall premium decrease of $31,607 or 5% from the previous year's premium. Siver Insurance Consultants has reviewed the renewal quote and recommends FPUA continue with the package policy. Staff has been satisfied with the service provided by FMIT and agrees with the recommendation. We are asking the Board for approval of the insurance renewal quote provided by FMIT for $565,308 for FY 2018.

Mayor Hudson said she thinks it is really good that we are lowering our cost annually, good job and we must be doing something right.

Ms. Cavalcanti said from FY 2015 on the property insurance it has gone from $401,000 to $280,000 for proposed FY 2018 and she asked how did we get it so much lower because that seems to be the big difference.

Mrs. Mika said she would have to get back with her on that. She said either we are not covering as much property or the experience is changed. It may be so long since Hurricane Jeanne and Francis that it has gone lower.

Ms. Cavalcanti said she is just curious.

Mr. DeIulio said it would not be attributed to deductible or changes in the deductible or limits.

Ms. Cavalcanti said or higher risks for FPUA and that is her worry.

Ms. Mika said she can get that for her.

Ms. Cavalcanti said she could email it to her.

A motion was made by Mayor Hudson, seconded by Mr. DeIulio, and unanimously carried to accept the renewal quote from Florida Municipal Insurance Trust through Florida League of Cities for property, workers' compensation, general liability, and automobile liability insurance effective from October 1, 2017 to September 30, 2018, and approve funding of $565,308 premium.

Lois Wolfe, Human Resources Manager, presented the proposed FPUA Employee increases for FY 2018. She requested approval of an overall 3% salary increase for FPUA employees not to exceed $420,000 for FY 2018. In that amount includes $16,783 which will bring eleven employees up to the minimum of the new pay grade. Early this year, this Board approved the pay grades that were recommended as a result of our compensation study done by Parilla and Associates. This amount will simply bring those eleven employees up to that new minimum. There are no

other changes being made to adjust any other employees based upon those new pay grades other than those eleven. This amount has been included and approved in the 2018 budget. There was a 3% block of money in the total amount of $591,600 that was approved in the budget on these increases and will not exceed $420,000 of that budgeted money.

Mayor Hudson said we usually do this at the half year so we changed it when we voted for the Parilla study.

Mrs. Wolfe said that is correct and this will reset us to run concurrent with our fiscal year and moving forward. She said it will avoid all the confusion we used to have talking about the six months.

A motion was made by Mayor Hudson, seconded by Mr. Bey, and unanimously carried to approve the overall average 3% pay increase for FPUA employees not to exceed $420,000 for fiscal year 2018 effective October 2, 2017, which includes an amount of $16,783 to bring eleven employees to the minimum of the new salary structure that was approved at the March 21, 2017 Board Meeting. The increased cost to benefits is $105,382, an amount also included in the approved FY 2018 budget**.**

Mr. Tompeck said the next item we historically discuss after the raise issue for the company employees to talk about the Director of Utilities and Attorney Compensation Package. He said since he just got his contract two weeks ago, he thought he would leave himself out of this discussion, but you may wish to talk about the Attorney Compensation Package and that is why we put it on the agenda.

Attorney Koblegard said Mr. Tompeck asked that he send out his so called contract to the Board that he has been working under since 1995 which he inherited from Buck when he became a Circuit Judge. He said it has pretty much worked that way since 1995 other than the regular retainer, he has billed for other services. For lawsuits it is $130/hour, bonds he is involved in is by the hour, but also there is an additional charge for his opinion letter. Whenever he gives an opinion letter on a bond in the millions of dollars, he has to let his malpractice carrier be aware of that and he gets rated somewhat based upon that. Mr. Koblegard said civil service matters he does not do anymore and they were by the hour. He said we have someone else that specializes in that now. Administrative Hearings is always done by the hour and property acquisitions depends on whether we are buying or selling. If we are selling, he usually has to do the title insurance work and it is usually a percentage of whatever is normally charged here for the real estate transaction. The other thing under the extraordinary matters are the ones like it says in the letter, if he feels like something that may take up a substantial amount of time, he goes to the Director and runs it by him to see if it can be classified as extraordinary. He brings it to the Board and it is handled from there. Examples are like what is set out in here, the issue with Port St. Lucie and the County, which ended up being a lawsuit. There were a lot of discussions and

meetings outside of that and it was considered extraordinary, it took a lot of time. Enron would be the worst example, which was an extraordinary project because it took weeks and weeks of meetings with them and luckily it did not go through. Attorney Koblegard said that is the way he has worked since 1995 and if there is any issue with that or the Board thinks something should be changed, that is your decision.

Mr. Perri said he would recommend the Board do some kind of study on this thing and have a regular contract and not just a letter of understanding. He said he noticed on Mr. Koblegard's last bill of $24,700, there was just general terms and said he used to put out a time schedule of how much time was spent on each thing. He did not see anything on the last bill FPUA received. Time by job detail is what he is looking at here and there was nothing on the last bill like that and is why he questioned the amount and how much time was spent. Mr. Perri said he really thinks we need something a little tighter than what we have got and needs to be studied by somebody.

Attorney Koblegard said he thinks that is a good suggestion and usually he sets out the time. He said the last one was so different from anything else he has been involved in. He started shortly after the meeting in May that Bill Abramowicz came and went through the month of May, June, and to July 13. There were days and days and days that he was involved at different aspects of that situation. Mr. Koblegard said he did not write down by the hour, but did give his best estimate of what it should have been. He said it was less than what he thought he really had put in on that. Normally it is always detailed. If you see the letter to Bill Thiess, he had been keeping track of his hours on the Bulk Water Agreement and some other matters, but had not ever sent the bill to the Utility Authority. He did send the bill and discussed it and it was paid in 2011. Since then like on the Bulk Water Agreement and matters with the County, Mr. Koblegard said he quit keeping track of his time. That goes back to 2011, which was six years ago and he has put in a tremendous amount of time on different issues relating to that. He has not kept track of his time and is not expecting to be paid for that because it was so broken up it just came out of the retainer and was happy to leave it that way. If we get into a serious negotiation with the County about utilities, he would start keeping track of his time then, but up to now he felt like even though it is taking a lot of time over the six years, it was not something to bill on. A lot of things he does, he said he does not bill on.

Mr. DeIulio asked if it is his understanding then if you do not bill on it, you consider it a part of your retainer.

Attorney Koblegard said yes, like the Bulk Water Agreement has been classified as extraordinary years and years ago. He said when he thinks in dealings with the County and Port St. Lucie it has kind of fallen in that ball park so to speak. Since 2011, he has not billed the UA for anything for the time involved in that although it is classified as an extraordinary matter, he just has not billed the UA for it.

Mr. DeIulio asked if that is fair to him.

Attorney Koblegard said it was broken up into so many bits and pieces that he was happy with what he was doing. He said if we ever take over the County Utilities, he may think about something at that point. Right now he has not kept track of it and is happy with it the way it is.

Ms. Cavalcanti said just doing a little math here on the bill we received for the work between May 16 and July 13 at Attorney Koblegard's billing rate of $130/hour and that is 190 hours. She said that is eight weeks and that he was pretty much completely devoted to that extraordinary item and would point out to everyone that she received an attorney bill that was billed at $400/hour. She said the $130 per hour is a very good deal and we have had some comparisons in the past when we have had bonds reworked. We had a bill from the City Attorney and a bill from Mr. Koblegard's office and his staff and the difference for the same bonds which the City and the UA both signed on and Mr. Koblegard's office was about 25% of the bond amount that was charged to the City. Ms. Cavalcanti said she has a hard time questioning that we are over paying from her experience with it.

Mr. DeIulio said when you define what you are getting compensated for in your retainer, is there a way where you can make that a more formal definition as to what you would consider in there.

Attorney Koblegard said he would go back to his original letter agreement after Buck, Bud, and he met back in May 1996, the retainer normally covered attending meetings, reviewing contracts, and generally advising on problems as they occur. He said that is general and is really what it is and said he talks to UA staff all week long going over different things with everyone, preparing for meetings and doing a lot of research in matters such as that. Mr. Koblegard said he does the annexations and easements and he does get paid something for that. He said it covers what he is paying the girls for doing the paper work on it for him and we are doing a tremendous amount of those now luckily for the UA. He can try to give it more definition, but that really is what it is, a little bit of everything.

Mr. DeIulio said his concern is we are getting a false impression of how affordable your services are because you are not tracking extraordinary items you mentioned as something different. He said you are used to putting it in your retainage fee and his concern is if you can define more what is included in that, then if something comes up that is different, then it would be tracked so we know the true cost of a project or something different that comes up so we compensate you for that and then move forward instead of you eating it so to speak. Mr. DeIulio said sometimes you are better off keeping track as you go so we know really what is tied up in something. He said if you could define better what your compensation is for your retainer then Mr. DeIulio said he would assume anything that does not meet that definition may involve a lot of work time, then you come to the Board and say you are working on a project and will need to bill separately on it. You can anticipate the number of hours it will take to work on it. At least you are tracking it and the Board is tracking it as we go.

Attorney Koblegard said that would be the extraordinary services because other than that it is all in the retainer except for the specified like real estate, litigation, bonds, and matters like that. He said he can start keeping track of that.

Mr. Tompeck said he thinks it is his responsibility after talking to Koby to bring these issues to you about any extraordinary things that he is working on. He said that is one of the discussions they have had.

Mr. Bey said he had a $400/hour law suit that he had to take care of also and he wishes he could have hired Attorney Koblegard for $130/hour. He said if you are happy with the 3% and the increased amount for benefits, then he would make a motion that we do that and you give us a better description of your division of your time.

Attorney Koblegard said what is in the retainer.

Mr. Bey said what is in the retainer.

Attorney Koblegard said he would do that.

Mr. Perri said he already got the 3%, we voted on that.

Attorney Koblegard said he does not know if he did or not, he did not prepare that portion of the agenda.

Ms. Cavalcanti said we have not voted on Koby's.

Mr. Perri asked if he was part of it.

Ms. Cavalcanti said no it was separate.

Mr. Tompeck said that is why it is a separate issue.

Mayor Hudson said he is an independent contractor.

Mr. Perri said he does not have a contract.

Mayor Hudson said he is an independent contractor.

Ms. Cavalcanti said for IRS purposes.

Attorney Koblegard said the Director of Utilities and the Attorney are always handled separately from the employees. He said it has been done that way since he has been here in 1995.

Ms. Cavalcanti asked if there was a second.

A motion was made by Mr. Bey to give Attorney Koblegard a 3% pay increase, the increased amount for benefits, and for him to give the Board a better description for his retainage. Mr. Bey, Mr. DeIulio, and Ms. Cavalcanti voted yes; Mayor Hudson recused herself because she is related to Mr. Koblegard, he is her brother-in-law; and Mr. Perri voted no. The motion was approved.

Mr. Tompeck said on behalf of staff he wanted to congratulate Ms. Cavalcanti on her reappointment to a second 4-year term on the FPUA Board. He said we very much appreciate the service you and all the Board Members provide for the citizens of Fort Pierce.

Mr. Bey said congratulations.

Attorney Koblegard thanked the Board for the raise. He said the issue relating to the name clearing hearing for Mr. Lindstrom if he still wants to have that looks like from what Florinda gave him of when everyone is available, it looks like the only time available for everyone is December 5 and December 19. He said he sees Brad out there and that he called him earlier and said that looked like the days the Board could be available. He was going to check to see his schedule and Mr. Lindstrom's schedule and get back to us on that. We had discussed earlier how long we would be looking at and Brad said he thought between a half hour and on hour and asked how we would handle it. Mr. Koblegard said he would suggest for the Board, whichever meeting we have it at the close of the meeting. He said we could set aside time at that time up to one hour for Mr. Lindstrom to appear before the Board and we will conduct that hearing. It does not have to be at that period, it could be at a special hearing if you want to do it that way. If it is not going to take more than one hour, he does not see where you would have to have a special meeting just for that, but that is up to the Board. You have two good dates and if one of them works for them, that is the way to go.

Mayor Hudson said fine with her.

Ms. Cavalcanti said that is fine with her either one of those dates.

Attorney Koblegard said up to one hour at the end of our meeting is when that would be.

Ms. Cavalcanti said we will wait to hear back from them as to when it works.

Attorney Koblegard said that is the name clearing hearing even though it says here certiorari that is not correct. He said this is the name clearing hearing. We still have not heard from the judge on his motion for rehearing on the Certiorari issue.

Mr. Perri said he is having a problem with paying overtime to Directors if they are on a salary. He said it is his understanding if you take a job for a salary, you work to do the job. Now these people have the latitude of going to the doctors, appointments, taking off early if they need to and they have a lot of latitude. They take a job for a certain amount of money and he does not think they are hourly employees. During the time of crisis, he thinks they ought to be on the job and does not think they should be paid overtime. He has a problem with that and does not know of another industry that pays salary employees, Directors and such, overtime. When you take that job, you take it do the job. Mr. Perri said he asked Mr. Tompeck to look into that and thinks he might agree with him, but is not sure about it. He has discussed it a little bit with him and thinks the Board needs to look into that issue.

Mr. Tompeck said he thinks they need to look into it too. He said he thinks primarily Mr. Perri was talking about Directors.

Mr. Perri said that is correct, the Directors.

Mr. Tompeck said we have some salary people below the Director level that he believes is reasonable to pay them overtime.

Mr. Perri said he is talking about Directors, they get a contract for x number of dollars a year, $80,000, $100,000, or $150,000 a year. He just does not think they are eligible for overtime pay and does not think there are many industries that pay overtime to people that have that kind of salary.

Mr. Tompeck said one of the things they are going to do and he has already talked Lois Wolfe our Human Resources Manager, is to go back and evaluate the program. He said the overtime that was charged was in accordance with the program of our Procedures and Rules and Regulations. Mr. Tompeck said he happens to agree with Mr. Perri in terms of Directors getting overtime so we are going to go back and review that policy and he will report back what we have done.

Mayor Hudson asked if he was saying historically that was what was done and asked what the program is.

Mr. Tompeck said he meant the Rules and Regulations allow for Directors to be paid overtime.

Mayor Hudson asked if historically the company has done that.

Mr. Tompeck said we have done it, but on very few occasions. He said you have to remember, these are extraordinary situations and he can only remember in the last 17 or 18 years where we paid overtime for Hurricane Francis and Jeanne, for the gas outage, and for Hurricane Mathew. We are not talking about an occurrence that happens even once a year, it is a very rare occurrence. That is part of the reason he agrees with Mr. Perri.

Mayor Hudson said she would be happy to look at it.

There being no further business, the meeting was adjourned.

ATTEST:

SECRETARY

CHAIRMAN