MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, MARCH 1, 2022, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Chairman Frank H. Fee, IV; Vice Chairman Kristina Gibbons; Secretary Barbara Bennett; Deputy Secretary Larry Lammers; and Mayor Linda Hudson.

Others present: Javier Cisneros, Director of Utilities; Rupert N. Koblegard, III, FPUA Attorney, Barbara A. Mika, Director of Financial Services; Bo Hutchinson, Director of Water/Wastewater Systems; Daniel Retherford, Director of Utility Support Services.

The meeting was called to order by Chairman Frank H. Fee.

Opening Prayer was by Carol Wilson of FPUA, Human Resources.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

A motion was made by Mrs. Gibbons, seconded by Ms. Bennett, and unanimously carried to approve the set agenda.

A motion was made by Mayor Hudson, seconded by Mr. Lammers, and unanimously carried to approve the Minutes of the Regular Meeting of February 15, 2022.

A motion was made by Mayor Hudson, seconded by Mrs. Gibbons, and unanimously carried to approve the Consent Agenda.

1. POA No. 22-53: Approve 1) the Budget Transfer Request in the amount of $142,000.00 and 2) Specific Authorization No. GT 62-22-04 for the WTP Sodium Hypochlorite Tank #4 Replacement with Globaltech Inc., of Boca Raton, Florida, in an amount not to exceed of $141,787.54. The initial term of this Contract will be upon written notice to proceed and end on final completion of the work, and acceptance by FPUA.
2. POA 22-51: Approve the piggyback of Volusia County Invitation to Bid (ITB) No. 20-B-15LL and Contract with Pace Analytical Services, LLC, of Minneapolis, Minnesota, for water analysis services in an amount not to exceed $94,500 annually. The Contract will be from January 1, 2022 to December 31, 2022, with four one-year renewal options.
3. POA No. 22-30: Approve the Contract for Antiscalant with Amaya Solutions, Inc. dba American Water Solutions, of Plant City, Florida, by piggybacking on the City of Punta Gorda RFP2019104/CHEM-SCALEINHIBIT/1920, in an amount not to exceed $65,243.75 annually. The initial term of this Contract will be March 1, 2022 through February 28, 2023, with four one-year renewal options.

4. POA 22-26: Approve the purchase of over-head distribution ductile iron poles for inventory with McWane, Inc., of Birmingham, Alabama, in an amount not to exceed $198,020.18, through participation in the Florida Municipal Power Agency (FMPA) Joint Purchasing Project (JPP) Bid No. ITB 2021-019.
5. Approve the Budget Transfer for Carriage Point in the amount of $60,000. This will allow for the rental lighting to be installed, generating additional revenue for FPUA.

Mrs. Cendejas read the following letters of appreciation into the record:

1. We received an email from Gerald Denson complementing our CSR, Val Sirmons on assisting him with his bill. She graciously and calmly handled his frustrations by providing him assistance in fixing his issue and instructing him step-by-step on how to set up an account. This was a great call and an even greater representative and her name is Val. Thanks Val!
2. We received a card from Ms. Pamela Landers regarding Wendy Tomlinson. Ms. Landers stated she wanted to compliment Wendy for her courteous help and assistance and follow up in correcting an issue with her autopay. Ms. Landers stated Wendy was very pleasant and knows her stuff. Well done!
3. A call was received by a customer, Carol Tippett. She said Ashley Levin did a great job! I have called your office and spoken to several different people, but I had the pleasure of speaking with Ashley Levin today and I have to tell you she is magnificent, she is caring and she listened. I asked for a manager and Ashley stated, "I love challenges, may I try to help you please?" Ashley is fantastic and I don't think we hear enough nice things about employees these days so I wanted to say thank you.
4. We received a letter from Gil Hyatt Construction thanking Sal Scimeca, Chontae Johnson and Shane Ostrander for their support and extra effort in their role with the successful completion of the 7-Eleven Store and Gas Station located at 2423 Orange Ave.

Mr. Cisneros said thank you. Mr. Chairman and members of the board good afternoon. The first request this afternoon is the approval for banking services with Seacoast Banking. Barbara Mika, Director of Administrative Services, will present this item.

Ms. Mika said thank you Mr. Cisneros, Chairman Fee and Board Members. I am here to request the approval for the recommended proposal and contract for banking services RFP 22-13. The proposal was handled in accordance with policy and was uploaded to DemandStar on December 3, 2021, advertised on December 9th and 13th of 2021 with the opening happening on December 28th of 2021.

The RFP was sent to 159 vendors. Seven vendors requested specifications with two of those requests responding with proposals and one responding with a decline. This resulted in a 43%

response rate. Of the two responding proposers both were local vendors. Based upon branch availability with weight going to selected vendor who's headquartered within the four-county region. Other considerations included overnight insured investments of available balance, timely account analysis statements, the acceptance of FPUA customer payments at the local branch and the day-to-day location liaison.

In conclusion, staff is requesting the board to accept the recommended proposal and approve the contract for banking services with Seacoast Banking Corporation of Florida, dba Seacoast National Bank of Stuart, Florida. The initial term of the contract will be from April 1st 2022 through March 31, 2025 with two 2-year renewal options all of which will be contingent upon receiving the required certificates of insurance.

Do you have any questions I can address?

Mayor Hudson said I'd just like to say I appreciate the fact that it's a local bank and I know there's some kind of consideration that you can't get that all the time. I'm very glad about that.

A motion was made by Mrs. Gibbons, seconded by Mayor Hudson, and unanimously carried to approve RFP 22-13: Accept Proposal from and approve Contract for Banking Services to and with Seacoast Banking Corporation of Florida dba Seacoast National Bank, of Stuart, Florida. The initial term of the contract will be from April 01, 2022 through March 31, 2025, with two two-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

Mr. Cisneros said thank you Barbara. The next item this afternoon is an update on our downtown smart city initiative. Mr. Jason Mittler, FPUAnet Manager, will present this item.

Mr. Mittler said good afternoon. Thank you Mr. Cisneros, Mr. Chairman and members of the board. Today I will give you a very brief update of this initiative. I know a few weeks ago, Mrs. Gibbons you asked some questions and rightfully so. I'd like to talk a little bit about where we are on the project. Prior to that, I will give you a little bit of history as it's been almost a year.

On April 20, 2021 the FPUA Board signed a downtown smart city initiative interlocal agreement with the city of Ft. Pierce. On May 18, 2021 we entered into a contract with a vendor to install four smart kiosks in the downtown area. Those kiosks locations were at the corner of Orange Avenue and 2nd Street, Avenue A and Indian River Drive, Marina Square and as well the Manatee Center. Since this time, staff has worked with the city of Ft. Pierce and St. Lucie County to develop content and deployment of the smart kiosks in the downtown area. Unfortunately, the current vendor was not able to meet all of the terms of the contract so for this reason we've been evaluating alternative vendors to ensure that FPUAnet delivers the best possible solution for the city of Fort Pierce and the downtown area. Once staff completes the valuations I will be bringing

back either an amended contract or a new contract with a different vendor back to the FPUA Board.

With that being said I'm more than happy to answer any questions you may have.

Mrs. Gibbons asked how did it go yesterday with the other vendor?

Mr. Mittler said very well. I think very clean and so we're waiting on an LOI from them to see what their formal proposal is and we have talked to many different vendors. It's very unique trying to find a revenue share model. We're not buying the kiosk and I do think that we do have two good options. It's just, you know, it didn't work within the current contract. With that being said, I can't move forward unless we complete all of the terms as well as there's a real strong possibility of having to go back to the city of Ft. Pierce with the FPRA to amend the interlocal agreement as well. You know we're working very close with Shyanne Helms and Charlotte Riley from St. Lucie County because we're looking at this as a wider deployment throughout the entire St. Lucie County. I think that this is going to be a great project, but we really want to ensure that we have the best possible solution for downtown. This is a long term contract.

Mrs. Gibbons said I would rather wait and pick the right one. Make sure we have everything solid and when we do it, we do it right.

Mr. Mittler said that's how we feel and it's been hard because you want to get it out there. I'm so excited about it, but you know, we want to make sure that we get the right technology that is going to last for a long time. This is a long contract. Once we get them out there, you know we need to make sure the vendors will be able to provide exactly what we want and it will benefit the community. We've been holding that line.

Mrs. Gibbons said that's good.

Mr. Lammers asked can you just remind us what are the main ways (high level) that the smart kiosks are going to add value to the downtown in our community?

Mr. Mittler said the major purpose of the kiosks for community engagement is part of that is through wayfinding and advertising of local businesses and restaurants downtown. The idea is that when you pull up to the kiosks you have the ability to click on the screen, search or find different restaurants or businesses in the area, look at their website, look at their menu or various things that they may have. That's one functionality.

The other functionality is providing information about events or maybe being able to view webcams. There's endless possibilities. Each vendor has unique capabilities. It really is a smart phone on the corner and you have the ability to add those applications. It really comes down to what the city of Ft. Pierce wants in FPUAnet and its infrastructure to bridge it.

Mr. Lammers asked in that same vain, you mentioned that you've been involving Shyanne Helms on the discussions as well. What does the city envision these kiosks to do?

Mr. Mittler said I think the largest thing is the wayfinding and the economic development of engaging the local businesses and allowing them to advertise themselves. You know a lot of people have smart phones, but sometimes you are not thinking about it. If you click on it and you find the restaurant, because you may find....you may not realize there's a small sandwich shop in the area and that's exactly what I wanted and so there it is on the screen and it's going to tell you that, hey it's one door down or that there's a local boutique that they can shop at. So I think that's what Shyanne is most excited about. We have met with the DBA and talked with them and I think that's what they are excited about as well.

Mr. Lammers said that's my next question, have we met with any of the business associations to gage their interest?

Mr. Mittler said yes.

Mr. Lammers said and the last thing, Mr. Chair, this is very loosely related, but are you prepared to answer where we stand with the Lincoln Park fiber communications initiative?

Mr. Cisneros said tomorrow I will be having my first recurring meeting with Mr. Mimms a monthly meeting we will have and we'll be specifically about the partnership with Lincoln Park neighborhood smart city deployment and because of covid and because of material delays and general delays over the last two years we haven't been able to get to where we want to be. We want to make sure the partners still want to continue with that project and that is an important project for us. It's an underserved area. And we feel confident we can provide service at a low cost that's very reliable for that community. More to come from that. We still have details we're working out with both the city, county and Allegany Franciscan Ministries.

Chairman Fee one question. You mentioned the first vendor couldn't deliver or execute on what we had on mind. How did they fall short? What's the comparison between vendor one and two?

Mr. Mittler said there's a contract that specifically provides four kiosks, two of them were three screen and two of them were two screen. The current vendor doesn't have the three screens and are not an option for them anymore. There's some issues associated with that. They want to convert them to two screens and only provide three kiosks and they really haven't been able to provide a true way finding. They've kind of called it navigation. Again in the contract, it's very specific and so with that being said we needed to make sure that if we were going to come back and amend the contract that we wanted to provide the best possible solution that we could.

Chairman Fee said obviously they were looking at a total change of what they were going to deliver to you.

Mr. Mittler said yeah. I think that there's some options that we're able to move forward with. But we want to make sure that it's exactly what we want.

Chairman Fee said I agree.

Mr. Mittler said the project came very fast for us. We moved forward and just various things may not have been flushed out and so as we dove into it this technology is constantly changing and so we want to make sure that Ft. Pierce has the best.

Chairman Fee asked any other questions? Okay. Thank you.

Mr. Cisneros said Mr. Chairman the next item this afternoon is an information presentation on the Florida Sunshine Law. Today's presentation will be the first of a series. I have the distinct pleasure of introducing our presenter. He is Assistant General Counsel and Manager of Regulatory Compliance with FMPA the Florida Municipal Power Agency. He works with all the member municipal cities to provide this type of training, but more importantly this type of legal support. It's my pleasure to introduce Dan O'Hagen who will present this item.

Attorney O'Hagen said you got an attorney to get the computer to work. That's a good first step. Thank you very much for having me. I'm excited to be here.

Like Javy said, my name is Dan O'Hagen and I'm assistant general counsel with Florida Municipal Power Agency who Ft. Pierce is a member owner of and we're also your power supplier. I'm one of two in-house counsels at FMPA. One thing we like to do in addition to offering just member services, like our engineering support or other services, we have two in-house counsels so we offer general legal support. Any questions that anyone might have of our members they can call us up and we're happy to help any way we can.

One thing we do at our own board meetings is because our board and our governing board which Javy sits on are also subject to Florida Sunshine Law as we like to do in every meeting a Sunshine Law update. Which is a little bit of a burden on me. I have to make it interesting somehow every meeting to come up with a topic on the Sunshine Law and present it to the board. So Javy has had to sit through a lot of those and after many, many of them he invited me here to present to you all and do an overview, a brief sort of training if you will. I offer to come back as much as you would like to dive into more detail. But one of the things that we would start with is the open meeting/public meeting requirements of the Sunshine Law. I would like to walk through that today. If you have any questions during this please stop me. I would love to answer questions and make it conversational discussions. Please interrupt me anytime you want and ask questions.

This is a great example of one of the topics I had to come up with for Javy to keep it interesting.

You'll notice you go through these news articles and you keep seeing all these things about Florida man. They look like this. Drunk man catching fire at taco bell. Florida man tossing a gator into a Wendy's drive thru window. They get crazier and crazier and you start thinking is Florida really this crazy? But if you dig into it one of the real reasons for this is we're not necessarily this insane down here in Florida. Florida has one of the broadest most open government laws in the country. One of the reasons for that is it's actually in our constitution. It's not just the statutory law. The citizens decided long ago that they wanted open government in Florida. They made it a constitutional right of access to our government both to meetings and to the public records. So we have a very strong public records law in Florida.

The newspapers know about that. It includes arrest records. A lot of police departments in Florida just post all the information online because they get so many requests and some lazy reporters think it's easy to find an interesting story and find a headline. Are we this crazy or do we have the broadest public records law? It's a little bit of both.

I would like to walk through today that there's really two components of the Sunshine Law. There's the open meetings requirement of the Sunshine Law and then there's the public records aspect of the Sunshine Law, but just today, because I don't want to take up too much time, let's just focus on the open public meetings law requirements and then if you would like to have me back at some point in the future we could walk through the public records side of it. At the end of it I will provide a few resources for you all afterwards. If you have questions throughout this please stop and ask.

Like I said in Florida the right to open government is built into our constitution which is important. It doesn't then change with the wins of the legislature as those get elected and can just change the laws. It's built into our constitution which is a lot harder to change.

There's two parts of it. The first part the right to inspect and copy any public record made or received in connection with the official business of any public body. That's very broad. There's a lot to pick apart in that. I will talk a little bit about it later. Part B is that all meetings of any collegial public body at which official acts are to be taken or at which public business is to be transacted or discussed shall be open and noticed to the public. There's a lot built into those words there too. We will focus on that part B tonight.

The why are we talking about this is very important. What I should have put up there is a number instead of it just being a legal requirement is that as a public body we want to be open to the public. We want to show our electors, our customers, those whose funds we are using that we are open and we're transparent and we're conducting business in the Sunshine, but it is also a legal requirement. In addition to being in the constitution it's written into the Florida statute. Both of those aspects of it is public records and open meetings. There are penalties for noncompliance. There can be noncriminal infractions with penalties up to $500 and then a knowing violation can result in suspension or termination and can include a first-degree

misdemeanor punishable up to year in prison and up to a $1,000 fine. It can also be a removal from office and if it is an open meeting requirement all actions taken that weren't in the Sunshine can be negated.

One of the things that's the real hammer in this, is the attorney's fees. Because in a lot of cases especially in the public records side of it, if a person sues the public agency for violation of the law, and they win any aspect of that case, the public body pays the parties' attorney's fees which can get pretty expensive in these cases.

Diving into what the requirements actually are. Again, we're focusing just on the open public meeting requirements not necessarily the public records side of it tonight. Really there's a right of access to governmental proceedings of any boards, commissions at both the state and local levels and what I really want to walk through are these two bullets because there's a lot packed into these definitions, but applies to any gathering and we're going to talk about what a gathering means of two or more members of the same board. When they are going to discuss some matter which may foreseeably come before that board for action. There's a lot packed into that as well. If that's the case. If it's one of these meeting or gatherings, then in order to satisfy the Sunshine Law requirements it must be open to the public and we'll talk about what open means. Reasonable notice must be given. You've got to love the word reasonable and then minutes must be taken.

That first part -- well, before I get to the first part. The entities that are subject to it. I will skip right to it and save you time. FPUA is subject to the Sunshine Law. It's very broad and it applies to any state, local, political subdivision, and any public body.

So what does it mean for any gathering of two or more members of the same board? A meeting like this is a no-brainer. These meetings that are scheduled, notices are sent out, you're here for the purpose of discussing official action. Very clearly it's subject to the Sunshine Law. Where individuals get into trouble, though, is that it doesn't have to be a meeting like this that's formal and has been noticed. A meeting is -- it's not limited to these official meetings. It's not limited to when a quorum is present. It's very liberally construed. It's really any form of communication between two or more members of a board. It can be a discussion. It can be a phone call. It can be e-mail communications. It can take place on Twitter or Facebook. If there's some form of communication taking place between two or more members of the board then they will consider it a gathering or a meeting.

Some examples that we've seen. A lot are in attorney general opinions is where they come up. Because someone may ask a question of the attorney general for their opinion on a specific set of facts is where you see a lot of these. A lot of the cases which you're going to see a theme here is that where trouble arises with members of boards are in these digital communications. Because you don't traditionally think of those as a meeting or gathering. There's plenty of examples on Facebook. For example, a city posts something on their Facebook page and a board

member is trying to make comments on it. That in and of itself is not necessarily a conversation. There's no dialogue taking place. A second board member chimes in and responds to that comment on the same topic. Someone else chimes in on the same topic. Another board member chimes in on the same comment. You can start to see that a discussion is taking place on Facebook. That was not noticed. That is not necessarily open to the public. Everyone might not have Facebook. They didn't know that a conversation was going to be taking place that they couldn't be there to take part in. Minutes were not being taken.

So what's happening there is a violation of the Sunshine Law because a discussion is taking place on a forum that does not meet the Sunshine Law requirements. You can see how the same thing would happen with Twitter, email, all of these. There's other examples where emails might be sent out and an agenda may be sent to the board for the night's topic. Somebody chimes in on a cc that goes to all the board members and a discussion starts to take place on those topics. If there's that dialogue taking place it doesn't have to be in this room to be considered a meeting. It's the dialogue that's taking place that constitutes a gathering or a meeting of the board.

On the second half of it. It's not the meeting itself. It has to be a meeting. There has to be some discussion, some communication taking place between two or more members of the board to discuss a matter which may foreseeably come before that board for action. And, again this is very liberally construed. We're not just talking about the final action, the final vote on it. We're really talking about the entire decision making process of a matter that may come before the board if it's reasonably foreseeable. Then that entire decision making process isn't to be discussed outside of a noticed meeting open to the public with minutes taken at the meeting.

It includes discussions, workshops, organizational sessions anything where it's to be discussed at any level of the decision making progress is subject to the Sunshine Law. You will see a quote here from a very old case that really says when the legislature wrote these rules they intended it to be very open and they intended to encompass the entire decision making process. Not just the final vote on the final decision.

Again, a couple of examples here and again where you might not think these types of things apply or even if you know it applies is where you might run into some trouble or just where you have to have your radar on a little bit extra. They are things like attendances at conferences. It's not a per se violation for two of you to be in the same room together outside of this chamber. Because it's a gathering of two of more of you to discuss something that may foreseeably come before you. It's the communication and that discussion and what you're discussing. You may find yourself at conferences like the Florida Municipal Electric Association Conference, a League of Cities Conference. Other industry events or even social gatherings. You live in the same town and you may find yourself in the same restaurant. There's nothing wrong with being in that same room together. It's a discussion about those topics and where you need to be extra careful are when it's the industry or FMEA, League of City things where the very topic is being discussed are the same topics that you will likely be coming back to this chamber to discuss and possibly vote

on in the future. Where these events were you might be going out to dinner afterwards. The purpose is the event, the educational experience, but there's also some lunches you have to eat. You may go out to dinner. You may sit with each other in proximity. You sat through eight hours of these conferences. It's difficult to not talk about some of the stuff you experienced. It's where you have to be extra careful that these are topics that might come before me. I can be here with this person. Let's talk about the weather. Let's talk about our kids. Let's not talk about all the things that just came up at the meeting. You're okay to be together. It gets into the content of what you discuss and whether it may foreseeably come before you in this chamber.

Mr. Cisneros said a good example of that was the Lineman Competition banquet this weekend. That's an example where these gatherings may be potentially considered a meeting.

Attorney O'Hagen said I will stop there for a second for any questions. I'm sure there's a million what-ifs that come up.

Mr. Cisneros said I have no doubt we didn't discuss anything at the dinner. That's an example of one. At the FMEA Conference in July 12-14 that will be another example where the board would get together outside of a scheduled open publicly noticed meeting.

Mr. Lammers said quite honestly this is something, since I've joined the board, I've been mildly paranoid about. Even when we were sitting at the banquet table together and someone mentioned I love to see FPUA's name called for one of these awards and then I was thinking to myself I don't know if I can respond that that.

Attorney O'Hagen said it makes it difficult and that's why some cities have created their own internal rules that are stricter and go above and beyond these for two reasons. Even though some of these things are allowed, it's important to avoid the appearance of this impropriety. Although you may go out to lunch together to discuss the weather and your children, if citizens see you out there they don't know what you are discussing. There may be no violation of the Sunshine Law, but a lot of times you set rules whether it be official rules or personal rules to avoid even the appearance of it. So some of them do set those rules you know we shall not be in the same room together, we shall not attend conferences together. Those go above and beyond the legal requirements, but that's the reason why they do it. It's to avoid a lot of those grey areas that pop up.

Once we know what a meeting is and the things that you can or can't discuss if you are going to have a meeting and in order to meet the Sunshine Law requirements for those discussions, there's three basic requirements for it to comply with the Sunshine Law:

- The meeting must be open to the public.
- Reasonable notice must be given for those meetings.
- Minutes must be taken of the meeting.

Let's walk through each one briefly. Open to the public. Again, we're not just talking about this. This setting is very clear. You send your agendas out. You open the doors, everybody knows the time. Very open to public. If you are to be holding other meetings outside of this, where these topics might be discussed is where you need to be careful. Examples are holding events at private golf courses, something like that. You may notice it and you may think it's an open meeting and you will have minutes. If it's not something that everybody can get into the doors to it can't be considered open to the public. If it's too small of a venue to accommodate people. Things like that. It needs to be accessible to the public. There needs to be an opportunity for public comment in order for it to be considered open to the public. There's a lot of nuance in that. Public comment doesn't need to take place before every item that comes up, but it needs to be within a reasonable proximity of it. So, at the beginning of this meeting you offer the opportunity for public comment is appropriate. You can set your own rules for orderly conduct and proper decorum for public comment within that and reject people from commenting if they go outside. Those are appropriate rules. In order for it to be considered open to the public these all need to take place. Again there's a lot of nuance to these, but setting these rules and allowing a public comment portion at the meeting complies with it.

Second one is reasonable notice must be given. You can't have something that is considered open to public unless there's a form of notice for them to know that a meeting is taking place. The difficulty is that what reasonable notice is is not necessarily defined. They say you have to give enough notice of the time and in such a manner to enable the media and the general public to attend the meeting. But they don't say exactly what that means. The attorney general has some guidelines on what they believe that means and they have some specific dates. I believe they say 7 days is appropriate. They allow a shorter time for emergency meetings, but there's not a hard and fast rule what is a reasonable notice. Also an agenda is not required which is interesting. In order for reasonable notice to take place it's strongly recommended by the attorney general, but it's not a requirement. If you do post an agenda with your notice, there's no prohibition from changing agenda items and that happens often. Items are removed or moved. There's no prohibition against it. If you're not publishing an agenda and you are changing or removing and then voting on things you get into a difficult area where whether or not you've given an opportunity for the public to attend if they don't know the items are to be discussed. It's an area where there's not a strict prohibition on it. There's strong recommendations to provide an agenda if the item is to be voted on during it. To try to have it on the agenda, to try to allow the public an opportunity to attend it.

The last requirement is that minutes be taken. Minutes again is not specifically defined. But it is kind of considered a brief summary or a series of brief notes or memoranda reflecting the events of the meeting. You are not required to have a verbatim transcript. But if you do take a transcript of the meeting that can serve as your minutes. Tape and video recordings are permitted. They are not required. But the tape recording cannot serve as your minutes. You have to also have a written version of your minutes, whether you transcribe the entire meeting or you take minutes after the fact of those. It has to be written minutes that serve as your final minutes.

That's what I have for the public meeting. I will answer any questions and you can think of them while I flip through the end here. This is all the fun you will see if I come back. This is my public records stuff. But I wanted to show you the resources. If you have any questions on any of that I'm happy to jump into those now.

Chairman Fee asked any questions of the board?

Mr. Lammers said you mentioned shorter time frames were allowed for emergency type meetings. What would be the minimum amount of time for an emergency meeting you would recommend?

Attorney O'Hagen said I don't set a minimum. I believe the attorney general recommends three days. Let me follow up with Javier on what the AG recommendation is. There's not a set time and I've seen them as short as 24 hours because there's not a set time. Again, it's getting into what the nature of emergency is and what the item is that is being voted on is. That's one of the reasons they don't set hard and fast rules. I'll follow up on what the AG recommendation is on emergency meetings.

Chairman Fee asked any other questions?

Attorney O'Hagen said so very briefly, some great resources for you if you want to do a deeper dive in this. I know Mayor Hudson has to go through this once a year for her four hours of Sunshine Law and ethics training. On the attorney general's web page there's two great resources. She has a training section it's a two-hour audio presentation on the Sunshine Law. Both open government and the public records act. It's a decent presentation. It does a good job of an overview and a deep dive on a lot of issues. On the other side you'll see the Florida and the Sunshine manual. This is a downloadable manual. They update every year. It's an excellent resource and it goes into a lot of detail. They do a good job in the table of contents categorizing it by topic including types of questions, types of meetings that you might have questions about that you can go to and pull up and they'll site attorney general opinions to support it and give you real world examples of people that have actually asked these questions in the past.

The other thing is the Florida State University provides ethics training. They are intended for the elected officials required to go through annual four years of training. But it's a great resource for those of you that this applies to even though you're not required to get the four hours of training. Here in the left side is a course. Half of it is the ethics portion and the other half once you click the link you can choose which ones to listen to or watch. There's a Sunshine Law that is broken down by both the public records law and the open government law. If you want to listen to a presentation from Florida State University on this, they have those out there as well.

Our office is always available for questions like I said. We're in-house. We work for you. Ft. Pierce is a member and owner of FMPA and we are in-house counsel so we're always available for

questions. You can ask them through Javier. We get questions a lot. We're always happy to help and come down here and present on the topic when needed or answer questions as they come up. With that, again I'm happy to take any questions.

Chairman Fee asked any questions?

Mrs. Gibbons said thanks for coming.

Attorney O'Hagen said thank you for having me.

Chairman Fee said let me ask a scenario with the emails. Let's suppose one member of the board sends an e-mail to all the other members outlining some information he found out. Nobody responds to the e-mail. Is that a per se violation?

Attorney O'Hagen said it is not.

Chairman Fee said only if a discourse or dialogue between the board members.

Attorney O'Hagen said it's not a per se violation, but it's not recommended.

Chairman Fee said exactly. Appearance is all you need for someone to question it and it gets expensive. It's really the dialogue is what triggers a pure violation.

Attorney O'Hagen said a single opinion paper or a fact(s) that you've discovered that goes out to the board is not in and of itself a violation. It's recommended that if that does happen it gets put into the public record, agenda or the minutes or it be presented at the meeting. I received an e-mail from such and such board member. I would like to make it public here. Even though that's not required, it's as soon as there is a dialogue that doesn't take place here about. So if there's a reply email to it that's a discussion that's taken place outside of the Sunshine Law.

Chairman Fee asked any other questions? Thank you, Dan.

Mr. Cisneros said this is the first of a series and we hope that Mr. O'Hagen will be back hopefully before the July conference so we can get to the other half of the presentation. I think it would help for that conference -- it's a good refresher for the board members before we walk into the doors at the conference.

Mayor Hudson said Mr. Chairman, the other half on the public records it's really important for the staff because there's a lot of tricksters out there that try to trick you in violating that law. It's important for the board, but also important for the staff.

Mr. Cisneros said it is. Brandy Crawford is our public records person. She will definitely be here at that presentation. She handles that for us. That's absolutely right it can be tricky.

Mr. Cisneros said the next item this afternoon is the approval of a resolution to authorize a request to the city of Ft. Pierce to execute a special warranty deed for three parcels located near 322 North 2nd Street. These parcels are located on the west side of 2nd Street across from the repose King's Landing development. These three parcels will complete the property transfer to the city through the FPRA for so the developer can continue to move forward with this project. FPUA does have several easements within these properties for existing electric and future wastewater pipeline that will reroute flow from lift station A to the new wastewater plant. This request is subject to compliance of the bond covenence. Easements, restrictions, agreements conditions, limitations, reservations and other matters of record. Staff is in support of the resolution. Mrs. Tanya Early, City of Fort Pierce Attorney prepared this document. Mr. Koblegard has reviewed and approved the resolution and special warranty deed. We are happy to answer any questions you may have. Jill added a map of those three parcels to the back of your agenda.

Chairman Fee said when I look at this map, I'm seeing some cross hatched areas followed by some lines with dots. Is that designating the easements?

Mr. Cisneros said yes sir. The cross hatched is a 20-foot easement that we will need for the existing electric and the future wastewater line. The parcels to south are -- we don't believe there's any easements on those properties outside of what's shown in hatched on the map.

Chairman Fee asked do these properties represent any value to authority?

Mr. Cisneros said they may represent some value to the authority and that is something that Mr. Dwayne Draper, our bond council will help us address tomorrow. This agenda was prepared pretty quickly. If there's any value we will work with the city of Ft. Pierce to either do an in kind service or something to make sure that we can recover some of that cost. We would definitely want to make sure we move this transfer along so that the developer can continue to move forward. You're absolutely right. There's some potential value to this property.

Chairman Fee said if we approve the resolution today what guarantees do we have that the city will work with us on an in kind project? If we decide to go in that direction.

Mr. Cisneros said we've done that before in the past. Also on the special warranty deed on the second page I believe it specifically has that language in there.

Attorney Koblegard said in the stripped parcel the Alstead parcel here at the north end on Moore's Creek we had a recorded easement for that.

Chairman Fee asked have you recorded anything for those easements?

Attorney Koblegard said we have for the L-shape piece on the top. We don't have anything in these parcels except a power line going right up there along the road.

Mr. Cisneros said that's a good point. The hatched area is already an easement.

Chairman Fee said already recorded.

Attorney Koblegard said anything we have there is protected.

Mr. Lammers said Mr. Chair, has FPUA been planning for a while now to eventually deed these properties over to the city of Ft. Pierce?

Mr. Cisneros said yes sir we have. This came up when Mr. Theiss' leadership as director and also about five years ago Mr. Tompeck also planned on doing this. We're not really sure what happened in that time frame. Probably just working through some of those details, but Mrs. Early really took the lead on this and she helped to get us to the finish line.

Mr. Lammers said and on top of that I don't know if it would be at the pleasure of the board as well, the rest of the board, to get an update on the Kings Landing project to see where we are with it.

Mr. Cisneros said yes, sir. We can do that.

Attorney Koblegard said the city or the FPRA is closing with Audubon who is the buyer of the King site one day next week.

Mr. Cisneros said yeah the attorney is here somewhere. Well we're going to give you an update right now.

Attorney Dobbins said good afternoon. For the record I'm Lee Dobbins with the Dean Mead law firm here in Ft. Pierce representing Kings Landing. Yes, we have an agreement between Audubon which is the developer of Kings Landing, the city of Ft. Pierce and FPRA the Ft. Pierce Redevelopment Agency. Under the agreement, we obtained our site plan approvals from the city a couple of weeks ago. The next step now is conveyance of the property from the city to Audubon Development and there's a timeline for a number of things that have to happen under that agreement over the next several years. This is the next step in that process and then in order to get clean title to the property this release deed -- these deeds are necessary in order to -- for the city and FPRA to have clean title to all the lots and be able to convey them to Audubon so they do the next step. Once we close on it, you and Dennis are talking about a closing next week; is that correct?

Mrs. Early said assuming the appropriate approvals are granted.

Attorney Dobbins said so assuming the approvals are granted, closing next week, Audubon would then take title to it and they would be looking to move forward very quickly after that. The next step is moving the buried concrete from under the ground and going forward with infrastructure improvements. I don't have exact dates for any of that. I expect you'd see movement on the property pretty quickly. Because Dale Madison, the principle, has been flogging us for months to try to get to a closing so he can begin turning dirt on the property.

Chairman Fee said I don't see the language that you referenced.

Mr. Cisneros said on page -- the resolution is the...

Chairman Fee asked the resolution or the deed?

Mr. Cisneros said on the deed. Page two of the deed you should see – In witness whereof, the paragraph right above that. This conveyance is subject to easements, restrictions, agreements, conditions, limitations, reservations, and other matters of records if any and so forth.

Chairman Fee said I don't believe that language covers you. That's just saying that whatever is reported on the title to the property you're taking subject to it. We need something that says if we're going to approve this resolution that we're going to have some sort of agreement with the city going forward. Either A, they're going to compensate us, we're going to do an in kind project.

Attorney Dobbins said if I may interject. I don't want to get between FPUA and the city. We have to have a clean title to the property. I would ask that that language not be in the deed. Because that would create a problem with our title company and our lenders.

Chairman Fee said you'll have to take that up with the city attorney or our attorney. We do need something with the city. I have no problems going forward in approving the resolution. Once we approve the resolution you grant you give a deed over to the FPRA and the city could just turn around and say nah we really don't want to do any kind of project with you. We're just left holding the bag.

Attorney Koblegard said right now it's subject to our bond covenence. If the bond covenence says we cannot give the property to them we have to receive something for that. We've had a discussion and we're going to handle that between the city and the UA.

Chairman Fee said so the theory is to approve the resolution, see what the bond covenence says and then convey if the bond covenence gives us approval.

Mr. Cisneros said yes and we have that conversation tomorrow with the bond covenence.

Chairman Fee said okay. That verifies it, thank you.

Mr. Cisneros said we're in the middle of a debt refinancing so FPUA does not want to get in the middle of messing this up. I'm sure the city doesn't want that to happen either. This debt refinance is pretty important for us to relocate the wastewater plant. There are a lot of moving pieces here for sure so I completely understand your concern.

Chairman Fee asked does the board understand what the process is? We're approving the resolution. They will get with the bond, make bond covenence and make sure everything is good there. If there's an issue then they will open up discussions with the city about how to get the property conveyed whether there's going to be an in kind project at the end.

Mayor Hudson said because we're represented by our attorney and the city is represented by attorney we're represented -- we're good to go so long as our bond covenence say it is good.

Chairman Fee said please read the resolution.

Mrs. Cendejas read Resolution No. 2022-04 - A Resolution of the Fort Pierce Utilities Authority, authorizing and requesting the City of Fort Pierce to execute a deed on behalf of the Fort Pierce Utilities Authority in favor of the Fort Pierce Redevelopment Agency for three (3) parcels located near 322 North 2nd Street, the King's Landing site; and providing for an effective date.

A motion was made by Mayor Hudson, seconded by Ms. Bennett, and unanimously agreed to approve Resolution No. 2022-04 - A Resolution of the Fort Pierce Utilities Authority, authorizing and requesting the City of Fort Pierce to execute a deed on behalf of the Fort Pierce Utilities Authority in favor of the Fort Pierce Redevelopment Agency for three (3) parcels located near 322 North 2nd Street, the King's Landing site; and providing for an effective date.

Mrs. Gibbons said we definitely don't want to slow you down either.

Chairman Fee said it's a good project for the city. We definitely want to get this kicking.

Mr. Cisneros said thank you, Mr. Chairman. I have a couple of updates. Unfortunately, there was a conflict and we were not able to host Commissioner Arnold Gaines a few weeks ago. We will be hosting him this Thursday. We look forward to that.

Tomorrow I will send a list of applications for the Utility Advisory Committee for your appointment. You may choose anyone from that list or anyone of your choosing, of course this is your appointment. The first meeting was supposed to be held on March 22nd. Since we have the joint FPUA city workshop, we will move the first Utility Advisory Committee meeting to March

29th a week afterwards. We will have a resolution at the next board meeting to appoint those selected candidates for the Utility Advisory Committee for the board members.

After careful consideration we are going to be reopening the lobby under its current configuration. We did have an architect prepare a new plan for a smaller pandemic proof lobby, but construction costs and timelines are just not favorable. As you can imagine it's quite pricey today to construct anything. We will make sure we keep the board up-to-date and make this information available on our web site and Facebook. That will likely happen within the next 30 days or so. We'll make sure we keep you posted.

At the next board meeting we have two important presentations for the board. The first will be a summary of FPUA outstanding debt and the second will be an update on the wastewater plant relocation. Both of those presentations will be very helpful prior to the joint workshop. Again, the next board meeting is one week before the joint workshop. It works out well and I do believe this information will be helpful for the board.

We are getting close to an online emergency notification registration. This is a proactive approach to get information to our customers related to a main break or electric outage. Our goal is to be proactive by notifying our customers before they ask. We do get a lot of calls especially after hours. More offense than defense. I will provide an update at the next board meeting. Hopefully that will be active before the next meeting. If not we will provide update at the next board meeting.

The 2022 AWWA American Water Works Association Florida Region 8 best tasting drinking water contest will be held at the PSL Civic Center on March 16th from 11:30am – 1:00pm. The winner of the region will go on to compete at the state level and hopefully go on to the national level. FPUA placed second in 2019 and I have no doubt this will be our year! No pressure to Keith Stephens.

The lineman rodeo was this past Saturday and I do think it was just a great success. FPUA didn't place in the competition, but FPUA did get a first place safety award in category B. That's between 60,000 and 200,000 hours. I do consider that to be better than any trophy as it's our safety record. I would like to thank our volunteers especially the apprentices who competed in the competition. Mr. Chuck Alford, Brandon Richardson and Dan Tillman represented FPUA very, very well. Our goal will be to add Ft. Pierce to the rotation of host cities moving forward. I would also like to thank the Mayor, Commissioner Curtis Johnson, and Bill Thiess. We had a lot of dignitaries support during the day and at the event. Obviously, we had some board members there Mrs. Gibbons, Ms. Bennett, and Mr. Lammers and there was no Sunshine violation.

Again, I would like to thank Mr. Dan O'Hagen for his extremely valuable presentation and his time. That's all I have for the Board today.

Chairman Fee said thank you. Any report from the attorney?

Attorney Koblegard said I have nothing to report on at this time. Thank you.

Chairman Fee asked any comments from the board members?

Ms. Bennett said yes. I would like to make a comment. I want to thank each of the board members that came out to Francis K. Sweet Magnet School. The kids were very thrilled and they were excited about the read aloud for Black History. We had a read aloud throughout the entire school. They participated and I just want to thank each and every one and there was some table talk at home. One little boy's mom came to pick him up and he said "the best thing happened to me in my life today." She said "what." He said "I met the mayor. I am so excited that I met the mayor." My kids were saying and I can be an engineer. I'm just so delighted that each and every one came out and one thing that he said when he met the mayor, he said, "mom, do you know the mayor?" and she said, "Yeah." He said "she's a woman so that lets me know that I can be anything I want to be." I'm just happy that we put a smile on our children's faces.

Mayor Hudson said it was very enjoyable. I enjoyed it. We don't get into this -- because the schools are so locked down because of security. People from the outside don't get in there very often. It was very enjoyable.

Chairman Fee asked any other comments?

There being no further business, the meeting was adjourned at 4:57pm.

ATTEST:

SECRETARY

CHAIRMAN