



**VILLAGE OF INDIANTOWN
AGENDA
REGULAR VILLAGE COUNCIL MEETING**

June 28, 2018
at the INDIANTOWN CIVIC CENTER
15675 SW Osceola Street, Indiantown, FL 34956

VILLAGE COUNCIL
SUSAN GIBBS THOMAS, MAYOR
GUYTON STONE, VICE MAYOR
JACKIE GARY CLARKE
ANTHONY D. DOWLING
JANET HERNANDEZ

ADMINISTRATION
TERESA LAMAR-SARNO, VILLAGE MANAGER
PAUL J. NICOLETTI, VILLAGE ATTORNEY

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a special accommodation, please contact Cheryl White, Village Clerk, by telephone at (772) 597-9900 or by email at cwhite@indiantown.org. If you are hearing impaired, please contact the Florida Relay Service, Dial 711, or call 800-682-8706 (English); 800-682-8786 (Espanol); 800-855-2886 (TTY).

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Village Council.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and

for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Village Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Village Council Member, or by any member of the public desiring it to be heard, without a motion.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

-A motion is adopted to approve the Agenda as it appears, or as modified by motion of the village council.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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PUBLIC COMMENT

*-The public is invited to comment for up to 3 minutes **on any item not on the Agenda**. Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

CONSENT AGENDA

1. Village Council Minutes for June 14, 2018

REGULAR AGENDA

2. ORDINANCE NO. 001-2018 MUNICIPAL CONSENT ORDINANCE
3. Ordinance No. 0002 (2018); An Ordinance of the Village of Indiantown Adopting a 20 Year Franchise with Florida Power & Light Company; and levying a 6% Franchise Fee.
4. ORDINANCE 003-2018 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

DISCUSSION ITEMS

5. FLORIDA LEAGUE OF CITIES 2018-2019 LEGISLATIVE POLICY COMMITTEE

COMMENTS FROM THE PUBLIC

ANNOUNCEMENTS

NEXT REGULAR MEETING

ADJOURNMENT

1.

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 28, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Village Council Minutes for June 14, 2018

SUMMARY OF ITEM: Village of Indiantown Council Minutes of June 14, 2018 for approval. (RC)

RECOMMENDATION: Approve minutes.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 6/21/2018

REVIEWED BY: P. Nicoletti

DATE: 6/22/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

June 14, 2018 Minutes



**VILLAGE OF INDIANTOWN
VILLAGE COUNCIL MEETING
JUNE 14, 2018
MINUTES**

ROLL CALL

Beth Wright Deputy Clerk to the Martin County Clerk of Circuit Court and Comptroller, acting Village Clerk

PRESENT

Council Member Dowling, Council Member Clarke, Council Member Hernandez, Mayor Thomas, Vice Mayor Stone, Village Manager Teresa Lamar-Sarno and Village Attorney Paul Nicoletti

INVOCATION Pastor George Palmer Sr., Mt. Zion Missionary Baptist Church

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

1. TREASURE COAST REGIONAL PLANNING COUNCIL PRESENTATION OF THE DRAFT MISSION.

Kim Delaney, PH.D., Director of Strategic Development and Policy gave a presentation on the Strategic Planning Workshop held on May 12, 2018 and an overview of the results and draft Mission and Vision Statements.

Council Member Dowling would like the presentation translated to Spanish if possible and wants to have another workshop to discuss and fine tune.

Vice Mayor Stone suggested creating an online forum to discuss.

Village Manager Teresa Lamar-Sarno will make a paper copy of this agenda item available in the Village office for those who do not have computer access.

PUBLIC COMMENT:

Thelma Waters requested the vision and mission statement options to be numbered on the list to assist with organizing public comment and reminded the Council that not all members of the public have the ability to use an online forum.

2. CERTIFICATE OF APPRECIATION: SUPERVISOR OF ELECTIONS

The Village of Indiantown recognizes the professionalism and flawless special referendum election for Indiantown.

Supervisor of Elections Vicki Davis accepted the Certificates of Appreciation on behalf of herself, Chief Deputy Debbie Dent and Deputy of Elections Outreach Kherri Anderson.

3. FLORIDA COMMUNITY HEALTH CENTER PRESENTATION ON CAPITAL IMPROVEMENTS

CEO Dr. Wilhelmina Lewis and CFO Meg Russell of Florida Community Health Centers gave an update on capital improvements of the Indiantown facility and unveiled the design of their new building.

4. COMPREHENSIVE PLAN REVIEW COMMITTEE UPDATE

Planning Consultant Bonnie Landry presented a timeline to the Comprehensive Plan process that was accepted by the Comprehensive Plan Review Committee (CPR). The next CPR meeting will be held on June 15, 2018 at 9:00am at the Indiantown Civic Center.

PUBLIC COMMENT:

Marjorie Beary asked when public comment will be heard during the CPR meetings. Planning Consultant Bonnie Landry stated the agenda will include a time for orderly public feedback and that public comment is encouraged.

MOTION: So moved (Approve Timeline)

Moved by Council Member Dowling, seconded by Vice Mayor Stone
Motion carried unanimously

COMMENTS BY VILLAGE COUNCIL MEMBERS

Council Member Dowling recognized Flag Day and the US Army's birthday and asked the public to remember to thank a veteran. He thanked the Treasure Coast Regional Planning Council for their presentation, the Supervisor of Elections for all their hard work and Commissioner Jenkins and staff for continually fighting for Indiantown.

Council Member Clarke thanked everyone who attended the council meeting and Florida Community Health Centers for their presentation. She attended Restoring the Village Beautification in Fort Pierce where she met Florida House of Representatives Larry Lee Jr who will assist with replicating the beautification project in the Village of Indiantown.

Council Member Hernandez stated she does not represent any one group, left or right, she is a peacemaker.

Vice Mayor Stone thanked everyone who came out to the council meeting. He announced that the Boy Scouts are retiring flags at the Indiantown Veterans Association that evening. He encouraged the public to attend the Boy Scouts Fun Day that will be held on Saturday, June 16, 2018.

Mayor Thomas echoed all statements of appreciation made by her fellow council members. She mentioned the boil water notice in effect the previous week in which email and a reverse 911 call went out. She urged any water department customers who did not receive either of those notices to contact the water department to make sure they have the correct contact information. She announced that the Indiantown Warriors Soccer Team registration will be held on Saturday, July 6, 2018 from 11am – 2pm at 15516 Osceola Street Suite C. The first parents meeting will be held on Saturday, July 25, 2018 at 4pm for U6 – U10 and 6pm for U12 – High School.

COMMENTS BY VILLAGE MANAGER

Village Manager Teresa Lamar-Sarno addressed the Council and public on the following topics:

Building permit applications are available online and are now being accepted as of June 1, 2018.

Village staff will be present at the Board of County Commissioners meeting on June 19, 2018 where an agenda item will be heard in regards to the tangible property program that deals with Florida Power and Light, an issue that may affect the Village in the future.

The first Budget Workshop will take place on Thursday, June 28, 2018 at 5pm at the Indiantown Civic Center and is open to the public.

The Village is working with Martin County in regards to stormwater issues.

She attended a full day of training for Hurricane Preparedness and is currently working with Martin County and their Emergency Operations Center to help prepare the Village for any situation that may arise.

APPROVAL OF AGENDA

PUBLIC COMMENT: None

MOTION: I make a motion [Approve Agenda]

Moved by Vice Mayor Stone, seconded by Council Member Hernandez

Motion carried unanimously

COMMENTS FROM THE PUBLIC

The following members of the public addressed the council:

Judy Leun, Marjorie Beary and Barbara Clowdus expressed concern over how the water department handled the boil water notice and feels that the Village should do more to help facilitate notifying the residents better. They suggested the Village use the electronic sign outside the library.

Linda Nycum and Thelma Waters announced they are working on restoring the Indiantown Memorial Cemetery. Since there are no clear records as to who is buried there, they are asking the public to contact them with any information.

Joe Walsh, owner of the Rodeo Bowl expressed his appreciation to the Council Members for serving Indiantown.

Lynn Gutterman asked how the boundaries of the Village were determined, she feels that the outlier neighborhoods should be included. Council Member Dowling stated the boundaries were set in the 1980's. Residents of the communities outside the boundaries that would like to be part of the Village would need to request to be annexed in.

Donna Karman, Executive Director, Indiantown/Western Martin County Chamber of Commerce informed the council that the Chambers have access to the sign during library hours only.

CONSENT CALENDAR – *One motion approves and adopts all of the items on the Consent Agenda, if any:*

5. **VILLAGE OF INDIANTOWN COUNCIL MINUTES OF MAY 10, 2018 AND MAY 24, 2018 FOR APPROVAL**
6. **RESOLUTION No. 026-2018; APPROVING A RENTAL AGREEMENT WITH INDIANTOWN CIVIC CLUB, INC**

RECOMMENDATION: Approve Minutes and Adopt Resolution No. 026-2018

PUBLIC COMMENT: None

MOTION: So moved [Approve]

Moved by Council Member Dowling, seconded by Council Member Clarke

Motion carried unanimously

REGULAR AGENDA

7. VILLAGE ATTORNEY SELECTION PROCESS

Village Attorney Paul Nicoletti gave a brief overview of the draft advertisement for the Village Attorney contract and the selection process timeline. He would like to change the method of how candidates can submit applications to online submittal only.

Council Member Dowling would like to see the candidate qualifications changed from 5 years of experience to 7 years of experience.

RECOMMENDATION: Approve Motion as Requested

PUBLIC COMMENT:

Veverly Gary Hamilton expressed concern over changing the potential candidate's qualifications from 5 years to 7 years. She feels it will limit the number of qualified candidates.

Scott Watson asked if Village Attorney Paul Nicoletti will be available to help after he retires. Mr. Nicoletti responded that he would not leave the Village in "a lurch" and would be happy to help with projects on an as-needed basis.

MOTION: I move that we change the 5 years to 7 years and at least 5 years of working knowledge.

Moved by Council Member Dowling, seconded by Council Member Hernandez
Motion failed 4-1, with Council Members Clarke, Hernandez, Vice Mayor Stone and Mayor Thomas dissenting.

MOTION: I entertain a motion to vote for it [selection process] as Paul recommended.

Moved by Vice Mayor Stone, seconded by Council Member Clarke
Motion passed 4-1 with Council Member Dowling dissenting

DISCUSSION ITEMS

8. VILLAGE MANAGER CONTRACT

In the spirit of transparency Village Manager Teresa Lamar-Sarno requested the Village Council maintain the current Village Manager Contract adopted on April 11, 2018 and approve the process for advertisement and selection of a permanent Village Manager. Her intent is to apply for the position and to receive unanimous support from the Village Council to serve as the permanent Village Manager. This process would begin September 2018. At the next council meeting, she will provide a job description and her amended contract (extending the terms through December 2018) if the motion is approved.

Council Member Hernandez supports Village Manager Teresa Lamar-Sarno's request but strongly feels her Spanish speaking skill is an asset to the Village because of the large population of Spanish speakers.

Council Member Dowling and Vice Mayor Stone opposed moving forward with the process for advertisement and selection of a permanent Village Manager but they support her desire to be transparent.

RECOMMENDATION: Initiate the Village Manager solicitation as presented

PUBLIC COMMENT:

District 3 Representative Commissioner Harold Jenkins and Scott Watson spoke in opposition to moving forward with the solicitation for Village Manager.

Tony Zwiener spoke in support of advertising for a permanent Village Manager.

Bob Howe suggested getting together with the League of Cities to know where to advertise and put together a workshop to figure it out.

MOTION: I make a motion, so moved [Approve with dates adjusted to begin the search in September 2018 and her contract extended to December 2018]
Moved by Council Member Clarke, seconded by Council Member Hernandez
Motion passed 4-1 with Vice Mayor Stone dissenting

9. UPDATE ON MARTIN COUNTY INTERLOCAL AGREEMENTS

Village Attorney Paul Nicoletti is working with Martin County on an interlocal agreement regarding Solid Waste Collection and Municipal Service Taxing Units (MSTUs) for Maintenance, Parks, Stormwater and Fire-Rescue. He feels Solid Waste Collection should continue for the next fiscal year but wants to make sure that if the Village wants to start its own collection system in the future they are able to do so. If the details can be worked out quickly there may be an agenda item as a Resolution adopting an Interlocal Agreement on the June 28 Agenda. An ordinance was drafted that enables the County to include the Village in its fire-rescue system with the possibility of the County Commission using a partial Fire Assessment Fee to fund some aspects of the cost. They may have projected cost and fees prepared by a consultant within the next week and the Village will likely put the item on the First Reading of an Ordinance for June 28, 2018. The Village is also considering not adopting the Stormwater MSTU but may include it in the Village's millage levy with the idea that the Village will be able to start weaning themselves off County services.

PUBLIC COMMENT:

Scott Watson spoke about the MSTU for Fire-Rescue and how currently the County says Fire-Rescue costs \$5 Million. However, he feels \$2 Million is more realistic. He urged the Village to be diligent in their negotiations.

ANNOUNCEMENTS

A Budget Workshop will take place on Thursday, June 28, 2018 at 5:00 p.m. at the Indiantown Civic Center, members of the Public are welcome to attend.

NEXT REGULAR MEETING

Mayor Thomas announced that the next Council Meeting will take place on Thursday, June 28, 2018 at 6:30 p.m. at the Indiantown Civic Center.

ADJOURNMENT

Village of Indiantown, June 14, 2018
The meeting adjourned at 9:45 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

KATRINA ALVAREZ
DEPUTY VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED ON: JUNE 28, 2018

2.

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 28, 2018

MEETING TYPE: Ordinance

AGENDA ITEM TITLE: ORDINANCE NO. 001-2018 MUNICIPAL CONSENT ORDINANCE

SUMMARY OF ITEM: ORDINANCE NO. 0001 (2018); AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE FIRE RESCUE SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This ordinance, once adopted, gives the County assurance that the Village will participate in the County's Fire-Rescue system for at least next fiscal year.

As mentioned at the last meeting, adoption on First Reading is just procedural, at least for this particular ordinance. We are still anticipating receipt of statistical and financial information from County staff, prior to adoption of this ordinance on Second Reading.

RECOMMENDATION: Adopt Ordinance No. 001-2018 Municipal Consent on Second Reading.

PREPARED BY: Teresa Lamar-Sarno, Village Manager DATE: 6/21/2018

REVIEWED BY: P. Nicoletti DATE: 6/22/2018

APPROVED BY: DATE:

ATTACHMENTS:

Description

Ordinance 001-2018



VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0001 (2018)

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE FIRE RESCUE SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) The Board of County Commissioners of Martin County, Florida (the "County"), has enacted an ordinance authorizing the County to create or identify a municipal service benefit unit or other specific geographic area within which the County imposes and collects assessments for fire rescue services within incorporated and unincorporated areas of the County.

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 0001 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR FIRE RESCUE SERVICES

(B) The Village Council of the Village of Indiantown has determined that the inclusion of the incorporated area of the Village of Indiantown, Florida within such municipal service benefit unit or specific geographic area by the County for the purpose of providing fire rescue services is in the best interests of the owners of property within the corporate limits of the Village of Indiantown.

SECTION 2. REQUEST AND CONSENT OF INDIANTOWN. The Village Council of the Village of Indiantown hereby requests and consents to the inclusion of all of the incorporated area of the Village of Indiantown, Florida within an identified municipal service taxing or benefit unit or specific geographic area created or identified by the County to provide fire rescue services, facilities, and programs and to the imposition of a special assessment by the County to fund such fire rescue services, facilities and programs. Such request and consent shall become effective upon adoption of this ordinance for the upcoming fiscal year. The Village Council finds that the provision of fire rescue services has an essential municipal purpose.

SECTION 3. ANNUAL RENEWAL OF REQUEST AND CONSENT. Request and consent of the Village Council of the Village of Indiantown given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 0001 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR FIRE RESCUE SERVICES

is subsequently withdrawn as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject fire rescue service assessments are levied by the County within the incorporated area. The Village of Indiantown may only withdraw such consent for any subsequent fiscal year by adopting an ordinance which revokes its consent and providing a certified copy of such ordinance to the County Administrator prior to May 1 preceding the fiscal year for which consent is being withdrawn.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED on First Reading on the ____ day of _____, 2018.

Council Member _____ offered the foregoing ordinance on second reading, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

ALL SIGNATURES ON THE NEXT PAGE –

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0001 (2018)

TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR FIRE RESCUE SERVICES

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

PASSED AND ADOPTED on Second and Final Reading on the _____ day of
_____, 2018.

(SEAL)

VILLAGE OF INDIANTOWN, FLORIDA

By: _____
Susan Gibbs Thomas, Mayor

ATTEST:

Cheryl White, Village Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Paul J. Nicoletti, Village Attorney

3.

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 28, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Ordinance No. 0002 (2018); An Ordinance of the Village of Indiantown Adopting a 20 Year Franchise with Florida Power & Light Company; and levying a 6% Franchise Fee.

SUMMARY OF ITEM: This is the FPL Franchise that Amy Brunjes reviewed with you a couple of weeks ago. It will replace the Franchise Agreement that FPL already has in-place with Martin County, as it relates to the Village. The Franchise levy is 6%, and instead of the funds going to the County, they will be anew revenue source for the Village.

When first presented with a draft ordinance from FPL, it contained language that was not beneficial to the Village. Because this Franchise Agreement lasts for 20 years (FPL wanted 30 years), I wanted to make sure we "got it right." I compared this draft with others, and discussed it with other municipalities.

Teresa and I visited FPL headquarters and met with FPL officials, including Amy Brunjes, and negotiated the terms. I am satisfied that this version is as good as we will be able to have, and that it protects the Village's interests.

RECOMMENDATION: Approve Ordinance No. 0002 (2018) on First Reading.

PREPARED BY: P. Nicoletti DATE: 6/22/2018

REVIEWED BY: P. Nicoletti DATE: 6/22/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 6/22/2018

ATTACHMENTS:

Description

Ord. 0002-2018 FPL Franchise Agreement

Original Redlined Draft Ordinance

Franchise Information from FPL



ORDINANCE No. 0002 (2018)

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF INDIANTOWN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indiantown recognizes that the Village of Indiantown and its citizens need and desire the benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the Village desire to enter into a franchise agreement providing for the payment of fees to the Village in exchange for the nonexclusive right and privilege of supplying electricity and other services within the Village free of competition from the Village, pursuant to certain terms and conditions;
NOW, THEREFORE,

BE IT ORDAINED BY THE VILLAGE OF INDIANTOWN, FLORIDA:

Section 1. FRANCHISE GRANTED. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 20 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places, but not including public parks, environmental preserves or wetlands, without a separate easement from the Grantor (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Indiantown, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or

ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other electricity-related services incidental thereto (which other electricity related services are defined as FPL's facility to facility data capabilities over the lines to identify faults, load information, and other data necessary or helpful to the provision of electric service, and which do not include any services that are sold to others) to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2(a). USE OF PUBLIC RIGHTS-OF-WAY. The facilities of Grantee shall be so located, relocated, installed, constructed and so erected as to not unreasonably interfere with the convenient, safe, continuous use of the maintenance, improvement, extension or expansion of any public "road" as defined under the Florida Transportation Code, nor unreasonably interfere with reasonable egress from and ingress to abutting property.

(b) To minimize such conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction or erection of all facilities shall be made as representatives of the Grantor may prescribe in accordance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations and pursuant to Grantor's valid rules and regulations with respect to utilities' use of public rights-of-way relative to the placing and

maintaining, in, under, upon, along, over and across said public rights-of-way, provided such rules and regulations shall be:

- (i) for a valid municipal purpose,
- (ii) shall not prohibit the exercise of Grantee's rights to use said public rights-of-way for reasons other than conflict with the standards set forth above,
- (iii) shall not unreasonable interfere with Grantee's ability to furnish reasonably sufficient, adequate and efficient electric services to all its customers while not conflicting with the standards set forth above, or
- (iv) shall not require relocation of any of the Grantee's facilities installed before or after the effective date hereof in any public right-of-way unless or until the facilities unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of such public "road".

(c) Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should, unless otherwise permitted, be installed near the outer boundaries of the public rights-of-way to the extent possible and such installation shall be consistent with the Florida

Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

(d) When any portion of a public right-of-way is excavated, damaged or impaired by Grantee or any of its agents, contractors or subcontractors because of the installation, inspection, or repair of any of its facilities, the portion so excavated, damaged or impaired shall, within a reasonable time and as early as practicable after such excavation, be restored to its original condition before such damage by the Grantee at its expense.

(e) The Grantor shall not be liable to the Grantee for any cost or expense incurred in connection with the relocation of any of the Grantee's facilities required under this Section, except, however, that Grantee may be entitled to reimbursement of its costs and expenses from others and as provided by law.

Section 3. LIABILITY AND INDEMNITY. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder. The Grantor does not waive or subrogate

its rights and privileges under Section 768.28, Florida Statutes, and claims the fullest protection afforded by such statutory provision and any other sovereign immunity laws.

Section 4. REGULATIONS SUBJECT TO LAW. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. FRANCHISE FEE; SIX (6%) PERCENT LEVY. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal six percent (6%) of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and

privileges granted herein exceed six percent (6%) of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer"), or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric

energy from any third party(ies) to any other retail customer's facility(ies), provided that the Grantor shall not be considered a "third party" or an "other retail customer" for purposes of this Section 6. Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not

agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. TERMINATION FOR COMPETITION. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 90 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. TERMINATION FOR COMPETITIVE DISADVANTAGE. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written

notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. DEFAULT BY GRANTEE. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have 180 days after such final determination to make good the default before a forfeiture shall result, with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. DEFAULT BY GRANTOR; CONDEMNATION BY GRANTEE. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including, but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than as set forth in Section 2; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; or (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute a breach of this franchise and entitle the Grantee to

withhold such portion of the payments provided for in Section 5 hereof as a court of competent jurisdiction has, upon action instituted by Grantee, determined to be equitable, just, and reasonable, considering the totality of the circumstances, until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination (after the expiration or exhaustion of all rights of appeal) in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right as provided by law. The Grantee recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantor's delegated sovereign right of condemnation and that the Grantor, in its sole discretion, may exercise such right as provided by law, provided that the Grantor shall not exercise such right so as to violate the Grantor's covenant, set forth in Section 6 hereof, not to compete against the Grantee in the distribution and/or sale of electricity to ultimate consumers.

Section 11. ANNUAL AUDIT. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records

are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. INTERDEPENDENCE OF PROVISIONS. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. DEFINITIONS. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 14. CONFLICTING ORDINANCES. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 15. CONDITION PRECEDENT. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this ____ day of _____, 2018.

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

ADOPTED on second reading this ____ day of _____, 2018.

VILLAGE OF INDIANTOWN, FLORIDA

SUSAN GIBBS THOMAS, Mayor

ATTEST:

By: _____
CHERYL WHITE, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

PAUL J. NICOLETTI, Village Attorney

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF INDIANTOWN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indiantown recognizes that the Village of Indiantown and its citizens need and desire the benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the Village desire to enter into a franchise agreement providing for the payment of fees to the Village in exchange for the nonexclusive right and privilege of supplying electricity and other services within the Village free of competition from the Village, pursuant to certain terms and conditions; **NOW, THEREFORE**,

BE IT ORDAINED BY THE VILLAGE OF INDIANTOWN, FLORIDA:

Section 1. FRANCHISE GRANTED. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"),

for the period of 20 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places, but not including public parks, environmental preserves or wetlands, without a separate easement from the Grantor (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Indiantown, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other services (what other services... Internet... anything else?) to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof. Notwithstanding the provisions of this section, the Grantee shall not place facilities such that they disturb existing or planned public access, without constructing equally beneficial substitute public access.

Section 2. USE OF PUBLIC RIGHTS OR WAY. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic or other public access over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic and other public access, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with

reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic or other public access, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles, or changes to the rights-of-way for the multi-modal use by other vehicles, including bicycles, personal mobility devices, mopeds, slow-moving vehicles, golf carts, or other multi-modal devices, equestrians, and pedestrians, which causes such installed facilities to unreasonably interfere with said uses. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible, unless otherwise agreed upon with the Grantor. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by

law. The Grantor and Grantee agree to consult and cooperate on the location of all facilities.

Section 3. LIABILITY AND INDEMNITY. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder. The Grantor does not waive or subrogate its rights and privileges under Section 768.28, Florida Statutes, and claims the fullest protection afforded by such statutory provision and any other sovereign immunity laws.

Section 4. REGULATIONS SUBJECT TO LAW. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. FRANCHISE FEE; SIX (6%) PERCENT LEVY. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each

such payment will equal six percent (6%) of the Grantee's billed revenues, **less actual write-offs**, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed six percent (6%) of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas by public entities); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles) **explain??**; (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges **what is this?**; (h) other service charges. **what are these?**

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer"), but not including any of Grantor's departments, dependent districts or agencies, or to any electrical distribution system established solely to serve any retail customer formerly

served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek (HOW?) to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms

and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. TERMINATION FOR COMPETITION. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 90 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. TERMINATION FOR COMPETITIVE DISADVANTAGE. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then

being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. DEFAULT BY GRANTEE. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have 180 days after such final determination to make good the default before a forfeiture shall result, with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. DEFAULT BY GRANTOR; CONDEMNATION BY GRANTEE. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including, but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with public access; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise, which is subject to appropriate injunctive relief or other civil action in a court of competent jurisdiction, but which shall not entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof. Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. ANNUAL AUDIT. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. INTERDEPENDENCE OF PROVISIONS. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. DEFINITIONS. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 14. CONFLICTING ORDINANCES. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 15. CONDITION PRECEDENT. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this _____ day of _____, 2018.

PASSED AND ADOPTED on second reading this _____ day of _____, 2018.

VILLAGE OF INDIANTOWN, FLORIDA

By: _____

ATTEST:

By: _____ (SEAL)
Clerk, Village of Indiantown, Florida

APPROVED AS TO FORM AND LEGALITY

MISCELLANEOUS
CLASSES OF CUSTOMERS

Residential. Service supplied exclusively for domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately metered non-commercial facilities of a residential customer (i.e., garages, water pumps, etc.). Service for non-metered outdoor lighting is also considered Residential when the lighting is supplied exclusively for domestic purposes. Service to commonly owned facilities of condominiums, cooperatives and homeowners associations is Residential, provided the service criteria as specified in FPL's Common Use Facilities Rider is met.

Commercial Service. Service used for business and professional activities in establishments and for purposes not otherwise classified for rate purposes, including: airports, banks, billboards, boarding houses, churches, clubs, commercial buildings, freight terminals, garages, hospitals, hotels, motels, master-metered apartment houses, model homes, office buildings, parking lots, passenger stations, personal service establishments, restaurants, rooming houses, schools, self service laundries, signs, stores, theatres and the like.

Industrial. Service to power equipment used for manufacturing or processing purposes, and to the lighting within and about the buildings, structures and premises housing and enclosing the power-driven and operated machinery and equipment and incident to the use thereof.

Public Street and Highway Lighting. Service for lighting public ways and areas.

Other Sales to Public Authorities. Service with eligibility restricted to governmental entities.

Sales to Railroads and Railways. Service supplied for propulsion of electric transit vehicles.

Sales for Resale. Service to other electric utilities for resale purposes.

4.

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: June 28, 2018

MEETING TYPE:

AGENDA ITEM TITLE: ORDINANCE 003-2018 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

SUMMARY OF ITEM: AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECOMMENDATION: Approve at first heard Ordinance 003-2018.

PREPARED BY: Teresa Lamar-Sarno

DATE: 6/24/2018

REVIEWED BY:

DATE:

APPROVED BY:

DATE:

ATTACHMENTS:

Description

Ord. 003-2018



VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0003 (2018)

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE VILLAGE OF INDIANTOWN WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY MARTIN COUNTY TO PROVIDE SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) The Board of County Commissioners of Martin County, Florida (the "County"), has enacted an ordinance authorizing the County to create or identify a municipal service benefit unit or other specific geographic area within which the County

VILLAGE OF INDIANTOWN, FLORIDA
ORDINANCE NO. 0003 (2018)
TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

imposes and collects assessments for solid waste collection and disposal services within incorporated and unincorporated areas of the County.

(B) The Village Council of the Village of Indiantown has determined that the inclusion of the incorporated area of the Village of Indiantown, Florida within such municipal service benefit unit or specific geographic area by the County for the purpose of providing solid waste collection and disposal services is in the best interests of the owners of property within the corporate limits of the Village of Indiantown.

SECTION 2. REQUEST AND CONSENT OF INDIANTOWN. The Village Council of the Village of Indiantown hereby requests and consents to the inclusion of all of the incorporated area of the Village of Indiantown, Florida within an identified municipal service taxing or benefit unit or specific geographic area created or identified by the County to provide solid waste collection and disposal services, facilities, and programs and to the imposition of a special assessment by the County to fund such services, facilities and programs. Such request and consent shall become effective upon adoption of this ordinance for the upcoming fiscal year. The Village Council finds that the provision of solid waste collection and disposal services has an essential municipal purpose.

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0003 (2018)

TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

SECTION 3. ANNUAL RENEWAL OF REQUEST AND CONSENT. Request and consent of the Village Council of the Village of Indiantown given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent is subsequently withdrawn as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject solid waste collection and disposal service assessments are levied by the County within the incorporated area. The Village of Indiantown may only withdraw such consent for any subsequent fiscal year by adopting an ordinance which revokes its consent and providing a certified copy of such ordinance to the County Administrator prior to May 1st preceding the fiscal year for which consent is being withdrawn.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

PASSED on First Reading on the ____ day of _____, 2018.

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 0003 (2018)

TO INCLUDE THE VILLAGE OF INDIANTOWN IN A MARTIN COUNTY MUNICIPAL SERVICE
BENEFIT UNIT (MSBU) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Council Member _____ offered the foregoing ordinance on second
reading, and moved its adoption. The motion was seconded by Council Member
_____, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNANDEZ, COUNCIL MEMBER				

PASSED AND ADOPTED on Second and Final Reading on the _____ day of
_____, 2018.

(SEAL)

VILLAGE OF INDIANTOWN, FLORIDA

Susan Gibbs Thomas, Mayor

ATTEST:

Cheryl White, Village Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Paul J. Nicoletti, Village Attorney

5.

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: June 28, 2018

MEETING TYPE:

AGENDA ITEM TITLE: FLORIDA LEAGUE OF CITIES 2018-2019 LEGISLATIVE POLICY
COMMITTEE

SUMMARY OF ITEM: Each year, municipal officials from across the state volunteer to serve on one of the League's five legislative policy committees. Appointments are typically a one-year commitment and involve developing the League's Legislative Action Agenda detailing priority issues for the upcoming legislative session. Policy committee members also help League staff understand the real world implications of proposed legislation and are asked to serve as advocates throughout the legislative process. The deadline to sign up is August 20.

RECOMMENDATION: Appoint at least 3, but up to 5, Council Members to the FLC 2018-2019 Legislative Priority Committee; to serve on the Legislative, Advocacy and Resolutions Committees.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 6/13/2018

REVIEWED BY: P. Nicoletti

DATE: 6/22/2018

APPROVED BY:

DATE:

ATTACHMENTS:

Description

FLC Committee Information



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Legislative Policy Committees



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Sign Up to Serve on a 2018-2019 Legislative Policy Committee!

To sign-up for a 2018-2019 policy committee, click here

(<http://survey.constantcontact.com/survey/a07efblfjl0jg87f7yv/start>). The deadline to sign-up is August 20, 2018.

Click on the policy committee pages above for a description of each committee. Contact **Mary Edenfield** (<mailto:medenfield@flcities.com>) with any questions.

2018-2019 meeting schedule:

- Friday, September 14, 2018 from 10:00 a.m. to 3:00 p.m. at the Hilton Orlando located at 6001 Destination Parkway, Orlando, FL 32819. The cut-off date for the hotel room block is August 24.
- Friday, October 12, 2018 from 10:00 a.m. to 3:00 p.m. at the Hilton Orlando Bonnet Creek located at 14100 Bonnet Creek Resort Lane, Orlando, FL 32821
- Policy Committees will meet during Legislative Conference on Thursday, November 15, 2018 and Friday, November 16, 2018 at the Embassy Suites Lake Buena Vista South located at 4955 Kyns Heath Road, Kissimmee, FL 34746.

Policy Development Process

Each year, municipal officials from across the state volunteer to serve on the League's five Legislative policy committees. Appointments are typically a one-year commitment and involve developing the League's Legislative Action Agenda detailing priority issues that are most likely to affect daily municipal governance and local decision making during the upcoming legislative session. Policy committee members also help League staff understand the real world implications of proposed legislation and are asked to serve as advocates throughout the legislative process. In an effort to get a broad spectrum of ideas and to more fully understand the impact of League policy proposals on rural and urban cities of all sizes, it is ideal that each of Florida's cities be represented on one or more of the League's Legislative policy committees.

Due to potential sunshine issues, only one elected official per city is appointed to each committee. However, a city could have both an elected and non-elected city official serve on each of the five committees. Appointments are made based upon a city official's support and advocacy of the League's adopted Legislative Action Agenda, participation at meetings, Legislative Action Days and other legislative-related activities.

Above are links to each of the five League policy committees. Review the issues that fall within the purview of that committee, current committee members, staff contact details and links to issue briefs and advocacy resources. If you are interested in learning more about the policy committee process, please contact Mary Edenfield at (850) 222-9684 or by e-mail at **medenfield@flcities.com** (**<mailto:medenfield@flcities.com>**).

The Legislative Committee

A key component to the final adoption of the League's Legislative Action Agenda is the Legislative Committee. Appointments to the Legislative Committee are made by the FLC president and usually includes each legislative policy committee chair and the chairs of the other standing committees; the president of each local and regional league; the presidents of several other municipal associations; chairs of the municipal trust boards; and several at-large members. These officials typically meet at the Legislative Conference to review the recommended priorities of the five Legislative Policy Committees. The role of the Legislative Committee is to provide a "big picture" perspective to ensure that issues are truly representative of statewide municipal interests, not duplicative or in conflict, and are timely and properly presented. The Legislative Committee may limit, reject, prioritize or rank recommendations. The policy priorities as adopted by the Legislative Committee are then recommended to the general membership for approval as the League's Legislative Action Agenda.

The Advocacy Committee

The Advocacy Committee is a standing committee that is responsible for building support in the Legislature for the Action Agenda adopted by the Florida League of Cities. Members are responsible for making direct contact with state elected officials on behalf of the policy issues and provide strategic direction on the Leagues' lobbying initiatives. The Advocacy Committee is appointed by the League president.


The Resolutions Committee

The Resolutions Committee is appointed by the League president and meets during the League's Annual Conference in August. The composition of this committee is similar to the Legislative Committee. The League's by-laws provide that only state legislative issues are to be considered by the Legislative Policy Committees and federal, state constitutional and commemorative issues are to be considered by the Resolutions Committee. **(/docs/default-source/Advocacy/2017-draft-resolutions.pdf?sfvrsn=46a3d8d5_0)** **Review the approved resolutions passed at the 2017 conference. (/docs/default-source/Advocacy/all-signed-resolutions.pdf?sfvrsn=44f0d8d5_0)**



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The Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government.

The League was founded on the belief that local self-government is the keystone of American democracy.  (/about)

Dr. Scott Paine's Blog

Projecting Meaning onto Elections: A Cautionary Tale

(<http://drscottpaine.com/2018/06/17/projecting-meaning-onto-elections-a-cautionary-tale/>)

6/17/2018

The Public Official's Duty: Speak One's Mind or Mind How One Speaks?

(<http://drscottpaine.com/2018/06/10/the-public-officials-duty-speak-ones-mind-or-mind-how-one-speaks/>)

6/10/2018

Sharing a Memory, Making a Profit: Who Should Control Our Data?

(<http://drscottpaine.com/2018/06/03/sharing-a-memory-making-a-profit-who-should-control-our-data/>)

6/3/2018

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