



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Wednesday, November 18, 2020
6:30 P.M.**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC FORUM: Non-Agenda Items Only NOTE:** A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 6. REPORTS**

Public Safety	Commissioner Kornijtschuk
Building/Code	Commissioner Will
Public Works/Parks	Commissioner Steiermann
Finance	Vice Mayor Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, November 4, 2020**
 - B. Bill List for Day Ending November 13, 2020**
- 8. UNFINISHED BUSINESS**
 - A. Final Reading: Ordinance 2020-08: An Ordinance Granting to Duke Energy Florida, LLC d/b/a Duke Energy an Electric Utility Rights of Way Utilization Franchise; Prescribing the Terms and Conditions Related to the Occupancy of Municipal Streets and Rights of Way in the Town of Redington Beach, Florida, for the Purpose of Providing Electric Service; Providing for Severability of Provisions; and Providing for an Effective Date.**
 - B. Discussion: Dock Ordinance**



9. NEW BUSINESS

- A. Resolution 2020-12: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Amending the 2019-2020 Annual Fiscal year Budget; and Providing for an Effective Date.**

10. OTHER BUSINESS

11. ADJOURNMENT

Note: The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. (F.S 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, November 4, 2020
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, November 4, 2020, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Simons called the **Regular Meeting** to order and led the pledge of allegiance.

Roll Call

	Present	Absent
Commissioner Kornijtschuk	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Dorgan		X
Mayor Simons	X	
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

Agenda: A motion by Commissioner Kornijtschuk and seconded by Commissioner Steiermann to accept the agenda as presented. No public comment. Motion passed with all ayes.

Public Forum: No public comment.

Reports

Public Safety

- Nothing to Report

Building/Code

- Nothing to Report

Public Works/Parks

- Next park board meeting will be held next Monday.

Finance

- Absent

Mayor

- Nothing to Report

Town Clerk

- Nothing to Report

Town Attorney

- Nothing to Report

Boards and Committees

- Nothing to Report

CONSENT AGENDA: Mayor Simons requested that the invoice from G. A. Nichols be pulled from the consent agenda as the town clerk is working with Pinellas County Utilities on reimbursement for the repairs and Commissioner Will will negotiate with Nichols if needed. A motion by Commissioner Kornijtschuk and seconded by Commissioner Will to approve the consent agenda as presented. No public comment. Motion passed with all ayes.

UNFINISHED BUSINESS

- A. Final Reading: Ordinance 2020-06: An Ordinance of the town of Redington Beach, Florida Amending Chapter 6 – Buildings and Building Regulations, Article XI – Board of Adjustment of the Town Code to Clarify the Scope of the Powers and Duties of the Board of Adjustment; Making Related Findings; Providing for Codification, Severability, and an Effective Date.** Attorney Daigneault read the ordinance by title only. A motion by Commissioner Will to adopt Ordinance 2020-06 on its final reading, seconded by Commissioner Steiermann. Town Planner, Bruce McLaughlin noted that this is enhancing the jurisdiction of the Board of Adjustment. He also noted that on page 5, lines 31 through 37 have been added regarding the ability of the neighbors to appeal the decision of a de minimis variance. There were also comments on a typo on page 6 and a line that needs to be stricken on page 6. Town clerk will make corrections before codifying the ordinance. No public comment. Roll Call vote was taken and motion passed with all ayes.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk			X		
Commissioner Steiermann		X	X		
Commissioner Will	X		X		
Vice Mayor Dorgan					X
Mayor Simons			X		

NEW BUSINESS

- A. Library Board Appointment:** Mayor Simons reported that three applications were received for two appointments to the library board. Lisa Miller has served on the board for the last four years. Vice Mayor Dorgan also applied and the mayor noted that the tendency has been to keep a commissioner on the library board. An application was also received from resident Vladimir Tchentsov. A motion by Commissioner Will and seconded by Commissioner Kornijtschuk to appoint Tom Dorgan and Vladimir Tchentsov to the library board for a two year term. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk		X	X		
Commissioner Steiermann			X		
Commissioner Will	X		X		
Vice Mayor Dorgan					X
Mayor Simons			X		

B. First Reading: Ordinance 2020-08: An Ordinance granting to Duke Energy Florida, LLC d/b/a Duke Energy, an Electric Utility Rights of Way Utilization Franchise; Prescribing the Terms and Conditions Related to the Occupancy of Municipal Streets and Rights of Way in the Town of Redington Beach, Florida, for the Purpose of Providing Electric Service; Providing for Severability of Provisions; and Providing for an Effective Date. Attorney Daigneault read the ordinance by title only. Representative Kris Tietig and Jeff Baker were also in attendance. A motion by Commissioner Kornijtschuk to adopt Ordinance 2020-08 on its first reading, seconded by Commissioner Will. Town Planner, Bruce McLaughlin, noted that the franchise agreement expired in early October and the original ordinance was drafted by Duke energy. A compromise was made to the extent of the right of way utilization. The agreement is for a ten year period. No public comment. Motion passed with all ayes by roll call vote. Final reading is set for the November 18th meeting.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk		X	X		
Commissioner Steiermann			X		
Commissioner Will	X		X		
Vice Mayor Dorgan					X
Mayor Simons			X		

Other Business

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Will to adjourn. Regular meeting was adjourned at 6:43 p.m.

Adopted: November , 2020

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 11/13/2020

Time: 11:58 am

Page: 1

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.410	Telephone						
	BRIGHT HOUSE NETWORKS	056775401110920	11/8/2020-12/7/2020	0	11/09/2020	11/09/2020	199.96
							199.96
101-512-512.411	Internet Services						
	BRIGHT HOUSE NETWORKS	056775401110920	11/8/2020-12/7/2020	0	11/09/2020	11/09/2020	131.97
							131.97
101-512-512.471	Ordinance Codifi						
	MUNICIPAL CODE CORPOR	00350840	11/1/2020-10/31/2021	0	11/04/2020	11/04/2020	225.00
							225.00
101-512-512.490	Advertising						
	TIMES PUBLISHING COMPAI	117160	ORD 2020-06	0	10/21/2020	10/21/2020	63.20
	TIMES PUBLISHING COMPAI	121108	ORD 2020-08 DUKE	0	11/04/2020	11/04/2020	110.80
							174.00
101-512-512.510	Office Supplies						
	APEX OFFICE PRODUCTS	2130313-0	Binders/dividers	0	11/04/2020	11/04/2020	50.24
	CHASE CARD SERVICES	48531696	ZOOM 10/25/2020-11/24/2020	0	10/25/2020	10/25/2020	16.65
	EARLE PRESS	231213	Parking citation books	0	11/05/2020	11/05/2020	89.76
	TAMPA BAY TELEPHONE	31274	Contract 12/2020-02/2021	0	11/01/2020	11/01/2020	99.00
	WATER BOY INC	2020-11-04	Water delivery	0	10/31/2020	10/31/2020	13.10
							268.75
101-512-512.515	Office Copier/Lea						
	KONICA MINOLTA BUSINESS	269165119	10/1/2020-10/27/2020	0	10/27/2020	10/27/2020	112.46
							112.46
101-512-512.520	Office Copier/Us						
	KONICA MINOLTA BUSINESS	269165119	10/1/2020-10/27/2020	0	10/27/2020	10/27/2020	39.48
							39.48
101-512-512.542	Dues & Subscrip						
	FLORIDA LEAGUE OF CITIES	425FLC2021	Dues 2020-2021	0	11/02/2020	11/02/2020	520.00
	MAYORS' COUNCIL OF PINE	2020-11-13	7/1/2020-6/30/2021	0	11/13/2020	11/13/2020	300.00
							820.00
Total Dept. Town Clerk:							1,971.62
Dept: 513 Finance & Admin							
101-513-513.495	Janitorial Service						
	HIP CLEANING SERVICE	93	October 2020	0	11/05/2020	11/05/2020	225.00
							225.00
Total Dept. Finance & Admin:							225.00
Dept: 514 Legal Counsel							
101-514-514.124	Town Attorney						
	TRASK, DAIGNEAULT, LLP A	4361	October 2020 General	0	11/02/2020	11/02/2020	1,120.00
	TRASK, DAIGNEAULT, LLP A	4363	Oct. 2020 Solid Waste RFP	0	11/02/2020	11/02/2020	87.50
							1,207.50
101-514-514.310	Legislative Coun						
	TRASK, DAIGNEAULT, LLP A	4362	Oct. 2020 Code Revision	0	11/02/2020	11/02/2020	3,990.00
							3,990.00
Total Dept. Legal Counsel:							5,197.50
Dept: 515 Comprehensive Planni							
101-515-515.310	Planning						
	BRUCE MCLAUGHLIN CONS	2020-11-13	10/30/2020-11/12/2020	0	11/13/2020	11/13/2020	2,142.00

Date: 11/13/2020

Time: 11:58 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							2,142.00
Total Dept. Comprehensive Planning:							2,142.00
Dept: 524 Protective Services							
101-524-524.310	Code Enforceme						
	PINELLAS COUNTY SHERIFF	931176	Code Enf. Sept 2020	0	09/25/2020	09/25/2020	2,045.56
	PINELLAS COUNTY SHERIFF	940097	Code Enf. Oct 2020	0	11/03/2020	11/03/2020	2,010.96
	TRASK, DAIGNEAULT, LLP A	3856	JULY 2020 STOLZ	0	08/03/2020	08/03/2020	210.00
	TRASK, DAIGNEAULT, LLP A	4019	AUG 2020 STOLZ	0	09/01/2020	09/01/2020	243.50
	TRASK, DAIGNEAULT, LLP A	4396	OCT. 2020 STOLZ	0	11/02/2020	11/02/2020	35.00
							4,545.02
Total Dept. Protective Services:							4,545.02
Dept: 539 Department of Public Works							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	31525-72269	10/7/2020-11/5/2020	0	11/05/2020	11/05/2020	74.55
							74.55
Total Dept. Department of Public Works:							74.55
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	54246-18249	2020-11-5 10/7/2020-11/5/2020	0	11/05/2020	11/05/2020	29.76
							29.76
101-572-572.462	Maintenance - Gr						
	HOME DEPOT CREDIT SERV	4015272	Friendship Park Bannister	0	11/09/2020	11/09/2020	159.80
							159.80
101-572-572.510	Maintenance Equ						
	EVERGLADES FARM EQUIP	W46410	Tractor repairs	0	11/02/2020	11/02/2020	214.35
							214.35
101-572-572.522	Gasoline & Oil						
	CHASE CARD SERVICES	03238G	SPEEDWAY - Diesel	0	11/05/2020	11/05/2020	21.53
	WEX BANK	361602	Unleaded	0	11/11/2020	11/11/2020	32.61
							54.14
Total Dept. Parks and Recreation:							458.05
Total Fund General Fund:							14,613.74
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.340	Street Sweeping						
	USA SERVICES OF FLORIDA	USA007866	Street sweeping 04/2020	0	10/01/2020	10/01/2020	375.00
	USA SERVICES OF FLORIDA	USA012639	Street sweeping	0	10/29/2020	10/29/2020	375.00
							750.00
400-535-535.441	Utility Mailing Co:						
	PINELLAS COUNTY UTILITIE	90000882	Oct. 2020 Stormwater Billing	0	11/06/2020	11/06/2020	598.32
							598.32
Total Dept. Storm Water:							1,348.32
Total Fund Storm Water:							1,348.32
Grand Total:							15,962.06

11/3/2020

9530 Payroll
9531 Payroll
9532 Payroll
9533 Payroll

2,324.28
1,391.26
1,336.03
1,085.64

6,137.21

MAYOR SIMONS

COMMISSIONER WILL

COMMISSIONER KORNIJTSCHUK

VICE MAYOR DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Missy Clarke, CMC, Town Clerk

Regular Meeting of November 18, 2020

BRUCE McLAUGHLIN CONSULTING SERVICES, INC.

900 Gulf Boulevard, Suite 303
Indian Rocks Beach, Florida 33785
Phone: 727/595-7634 Cell: 727/244-7311
Email BruceSandy@aol.com

November 12, 2020
TRB

Meeting Date: November 18, 2020
ADVERTISED PUBLIC HEARING
Agenda Item: ____

MEMORANDUM

TO: Honorable Mayor and Members, Redington Beach Town Board of Commissioners

FROM: R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Duke Energy Franchise

EXECUTIVE SUMMARY

The Duke franchise for the Town is due for renewal. Duke's proposed franchise ordinance largely exempts Duke from the Town's Right-of-Way Utilization Ordinance and from most Town supervision of its activities in the Town's rights-of-way. However, Duke's ordinance will prevent, or at least mitigate, discord between Duke and the Town with respect to Duke's activities in the rights-of-way while providing a modicum of control to the Town. The proposed Duke ordinance is a compromise between Duke's unfettered use of the Town's rights-of-way and full control by the Town: the Ordinance is recommended for approval.

BACKGROUND

Applicant: Duke Energy

Affected Area: Entire Town East of Gulf Boulevard

THE REQUEST

Duke Energy requests the Town to adopt an ordinance extending the electric power franchise agreement with the Town for 10 (ten) years. As part of its request, Duke initially sought complete and total exemption from any Town supervision of Duke's activities in the Town-owned road rights-of-way. Duke subsequently agreed to some supervision of its activities in the Town's rights-of-way pursuant to the language set out on page 5, below.

ANALYSIS

Perspective

Since at least January, 2011, the Town Code has regulated: “Digging and Removal of Pavement.” This section, which formed the basis of the current Code Section 19-3, provided:

- (a) It shall be unlawful for any person, including but not restricted to public utilities, agencies of the state and county, or private entities contracting with the town, to dig upon and remove any part or portion of the paved area of any of the streets and public roadways within the corporate limits of the town, including the digging and removal of paved roadways for installing, repairing or maintaining utility lines, pipes, cables and other conduits, or for any purposes, without complying with this section.

Town Code 2011, § 19-3 (a).

The 2011 Code went on to distinguish between major and minor projects and to require Board of Commissioners’ approval for major projects. Most of the substance of § 19-3, 2011, was carried forward into the current § 19-3 in the adoption of Ordinance 2018-05. Of critical importance to this analysis is that, since at least 2011, Duke has been subject to the approval process of which they now complain, a status to which Duke took strenuous objection in August, 2019.

In or about August, 2019, Duke sought permission for two projects in the Town’s rights-of-way. One was a minor project as defined in both 2011 and 2018 and I signed off on the permit.¹ The second permit was for a major project as defined in both 2011 and 2018 and required action by the Board of Commissioners under both Codes.

In the 2020 Duke Franchise ordinance, Duke seeks to clarify that it is exempt from the Town’s right-of-way utilization ordinance. In contrast, the new Duke franchise document **could** provide an opportunity to remove any potential ambiguities between the franchise agreement and the right-of-way utilization ordinance and clarify once and for all that the right-of-way utilization ordinance applies to Duke.

¹ Although I believe that the Building Official countersigned the permit.

The Proposed Franchise Agreement

The proposed Duke franchise agreement starts with an appropriate acknowledgment that the Town's permission is necessary for Duke to occupy and work in the Town's rights-of-way:

The Town of Redington Beach, Florida ("Town" or "Grantor") deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the "Franchise") granting Duke Energy Florida, LLC d/b/a Duke Energy ("Company" or "Grantee") permission to occupy the Rights of Way in the Town for the purpose of providing electric services.

Proposed Duke Franchise Ordinance, Section 1.

The proposed Ordinance also includes an appropriate statement of the Town's rights:

The right is hereby reserved to the Town to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, and shall not conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Ordinance and any other ordinance or regulation adopted by the Town or actions (or inactions) of the Town relating to Company's rights to perform work in and/or occupancy of the Rights of Way as permitted hereunder, the rights under this Ordinance shall govern and control. In the event of such conflict, the Town and Company agree to work together in good faith to address and resolve such conflict; provided, however, that Company shall be permitted to continue to exercise the rights granted herein during the resolution of any conflict.

Ibid., Section 8.

However, the proposed agreement goes on to state:

... the Town expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the Rights of Way.

Ibid., Section 4(A).

And

The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights of Way of the Town related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten, stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the rights and privileges necessary or convenient for the full use including the right to trim, cut, remove and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation or access of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the Town an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said Town shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the Town for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

Ibid., Section 9.

The Governing Statute

The governing statute, Section 337.401, F.S., provides:

337.401 Use of right-of-way for utilities subject to regulation; permit; fees.—

(1)(a) The department and local governmental entities, referred to ... as the “authority,” that have jurisdiction and control of public roads ... are **authorized to prescribe and enforce reasonable rules or regulations** with reference to the placing and maintaining across, on, or within the right-of-way limits of any road ... any electric transmission, ... lines ... pole lines; poles; ... or other structures referred to in this section and in ss. ... as the “utility.” ...

Section 337.401, F.S., 2019, [Emphasis Added]

Presumably in acknowledgment of the statute, Duke proposed including the following language in proposed Ordinance section 4, beginning at page 3, line 35:

The Company will notify the Town of Significant Projects within Town ROW to confirm that its designs will not unreasonably interfere with the convenient, safe and continuous use of the public road system in accordance with Florida Statute 337.401 and, upon request of the Town, will provide construction plans and design specifications to assure compliance with the NESC safety and design guidelines. The Company will give the Town a minimum of two (2) weeks advance notice of such Significant Projects. Significant Projects for the purposes of this section shall mean the replacement of Facilities spanning one or more blocks in residential areas or relocation of Facilities due to road widening within the Town. This is not to be construed to grant or imply authority upon the Town to regulate the design, construction or maintenance of Company's Facilities. Notice will not be provided for emergency or maintenance activities.

While the foregoing provision is significantly less than the requirements of the Town’s right-of-way utilization ordinance, it does offer some of the protections of the Code, which protections² would normally include:

² Applicable not only to Duke Energy, but to Clearwater Gas, Frontier Telephone, Pinellas County Utilities and Spectrum Cable.

- PUBLIC SAFETY – EMERGENCY VEHICLE ACCESS
- MUNICIPAL LIABILITY
- PROTECTION OF THE ROAD VERGE
- MINIMIZE IMPACTS ON ROAD LIFE-SPAN
- COORDINATION WITH OTHER UTILITIES.
- MAPPING OPPORTUNITY

RECOMMENDATION

There are many benefits to the vigorous application of the Town's right-of-way utilization ordinance to the Duke franchise ordinance. Offsetting those benefits would be the inevitable discord with Duke and the delay in finalizing the Duke franchise agreement. And Duke has made a modest concession to the Town's control over its own rights-of-way with the language quoted on page 5, above.

In the totality of these circumstances, it is prudent to adopt the Duke Franchise Ordinance on second and final reading.

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ORDINANCE 2020-08

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE TOWN OF REDINGTON BEACH, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COMMISSION OF REDINGTON BEACH, FLORIDA:

SECTION 1 – Findings

The Town of Redington Beach, Florida (“Town” or “Grantor”) deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the “Franchise”) granting Duke Energy Florida, LLC d/b/a Duke Energy (“Company” or “Grantee”) permission to occupy the Rights of Way in the Town for the purpose of providing electric services.

SECTION 2 - Short Title

This Ordinance shall be known and may be cited as the “Duke Energy Rights of Way Utilization Franchise.”

SECTION 3 – Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely permissive.

(A) “Adversely Affected” – For the Company, a loss of one percent (1%) of Base Revenues within the corporate Town limits due to Retail Wheeling. For the Town, a loss of one percent (1%) of Franchise Fees due to Retail Wheeling.

(B) “Base Revenues” – All of Company’s revenues from the retail sale of electricity, net of customer credits, to residential, commercial and industrial customers and Town sponsored street lighting, all within the corporate limits of the Town.

1
2 (C) "Electric Energy Provider" – Every legal entity or association of any kind
3 (including their lessees, trustees or receivers), including any unit of state, federal or local
4 government (including Town herein), which owns, maintains, or operates an electric generation,
5 transmission, or distribution system or facilities, or which otherwise provides, arranges for, or
6 supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing
7 Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy
8 Provider" shall also include every Electric Utility, electric power marketer or electric power
9 aggregator. It shall also include every entity providing such services as metering, customer
10 billing, payment collection and processing, and customer information and data processing.
11

12 (D) "Electric Utility" – Shall have the meaning set out in Section 366.02(2), Florida
13 Statutes (2019), and shall also include every electric "Public Utility" as defined in Section
14 366.02(1), Florida Statutes (2019). "Electric Utility" shall further include every investor owned,
15 municipally or governmentally owned, or cooperatively owned electric utility (including their
16 lessees, trustees or receivers), which owns, maintains, or operates an electric generation,
17 transmission, or distribution system in any State or County.
18

19 (E) "Electric Utility System" – An electric power system installed and operated in the
20 Franchise Area in accordance with the provisions of the Florida Public Service Commission
21 establishing technical standards, service areas, tariffs and operating standards, which shall
22 include, but not be limited to, electric light, heat, power and energy facilities, and a generation,
23 transmission, and distribution system, with such extensions thereof and additions hereto as shall
24 hereafter be made.
25

26 (F) "Franchise Area" – That area for which Company provides electric utility service
27 within the corporate Town limits of the Town.
28

29 (G) "Franchise Fees" – Shall have the meaning set forth in Section 6 of this
30 Ordinance.
31

32 (H) "Facilities" – Conduits, cables, poles, wires, street lighting, supports and such
33 other structures, appurtenances or accessories as may be reasonably necessary for the
34 construction, maintenance and operation of an electric generation, transmission and distribution
35 system, including information, telecommunication, and video transmission used solely for the
36 provision of electric service.
37

38 (I) "Ordinance" – The ordinance titled and described in the preamble herein and
39 ordained by the Town Commission of Redington Beach, Florida.
40

41 (J) "Person" – Any person, firm, partnership, association, corporation, company or
42 organization of any kind.
43

1 (K) "Public Service Commission" – The Florida Public Service Commission.

2
3 (L) "Rights of Way" – All of the public streets, alleys, highways, waterways,
4 easements, bridges, sidewalks and parks, and any other public ways or places owned by the
5 Town, as they now exist or may be hereafter constructed, opened, laid out or extended within the
6 present limits of the Town, or in such territory as may hereafter be added, consolidated or
7 annexed to the Town.

8
9 (M) "Retail Wheeling" – A customer/supplier arrangement whereby an Electric
10 Energy Provider utilizes transmission and/or distribution facilities of Company to make energy
11 sales directly to an end use customer located within the Franchise Area.

12
13 **SECTION 4 - Grant of Authority**

14
15 (A) This grant of authority is limited to the provision by Company to have, maintain,
16 or place its Facilities within the Rights of Way for its electric utility services. Accordingly, the
17 Town hereby grants to the Company, its successors and assigns the non-exclusive right,
18 authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in,
19 under, upon, over and across the present and future Rights of Way, as they now exist or may be
20 hereafter constructed, opened, laid out or extended within the present and future limits of the
21 Town, provided that all portions of the same shall conform to accepted industry standards,
22 including but not limited to, the National Electrical Safety Code. Nothing in this Ordinance shall
23 require Grantee to remove, de-energize, or cease using any poles, wires, or other things or
24 Facilities identified hereinabove that were in place under previous ordinances or permits prior to
25 the Effective Date (as defined in Section 5) of this Ordinance, regardless of whether such poles,
26 wires or other Facilities are located outside "Rights of Way" as defined herein. Nor shall
27 anything in this Ordinance prohibit Company from performing upgrades, replacements,
28 maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this
29 Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under
30 this Ordinance. Because this Franchise is intended to grant Company the unrestricted right to
31 place its Facilities within the Rights of Way, the Town expressly acknowledges and agrees that
32 Company shall not be required to apply for, obtain, or pay for permits to construct, operate,
33 maintain, or remove its Facilities within the Rights of Way. The Company will notify the Town
34 of Significant Projects within Town ROW to confirm that its designs will not unreasonably
35 interfere with the convenient, safe and continuous use of the public road system in accordance
36 with Florida Statute 337.401 and, upon request of the Town, will provide construction plans and
37 design specifications to assure compliance with the NESC safety and design guidelines. The
38 Company will give the Town a minimum of two (2) weeks advance notice of such Significant
39 Projects. Significant Projects for the purposes of this section shall mean the replacement of
40 Facilities spanning one or more blocks in residential areas or relocation of Facilities due to road
41 widening within the Town. This is not to be construed to grant or imply authority upon the Town
42 to regulate the design, construction or maintenance of Company's Facilities. Notice will not be
43 provided for emergency or maintenance activities.

1
2 (B) Annexation or Contraction. Town represents that as of the date of the adoption of
3 this Ordinance, it has provided Company with accurate information for all residential,
4 commercial and industrial customers and Town sponsored street lighting that are within the
5 Franchise Area. Company shall be responsible for remitting the Franchise Fee only to service
6 and billing addresses identified as being within the Franchise Area as of the date of this
7 Ordinance. However, Town and Company agree that the Franchise Area is subject to expansion
8 or reduction by annexation and contraction of municipal boundaries. If Town approves any
9 Franchise Area expansion or reduction by annexation or contraction, Town shall provide written
10 notice to Company's Annexation Coordinator, at the address provided below, within sixty (60)
11 days of such approval, and this Franchise shall automatically extend to include any such annexed
12 areas.
13

14 Additionally, within sixty (60) days of any such annexation or contraction, Town shall
15 provide to Company an updated list containing the new or removed street names, known street
16 name aliases, street addresses, street address number ranges, applicable directional and zip codes
17 associated with each street name, all zip codes assigned to geographic areas located entirely
18 within the Town (including zip codes assigned to post office boxes), and all post office box
19 number ranges and the town names and zip codes associated therewith. For a range of street
20 address numbers located within Town which consists only of odd or even street numbers, the list
21 must specify whether the street numbers in the range are odd or even. Subject to the first
22 paragraph, Company shall be responsible for remitting the Franchise Fee only to service and
23 billing addresses identified as being within the Franchise Area contained in a list which includes
24 all the required elements in this subsection.
25

26 The lists shall be provided by email; except that if a list is available on another medium,
27 the Town shall, upon request, furnish the list on such medium in addition to, or in lieu of, the
28 emailed list. The municipality shall be responsible for updating the lists as changes occur and for
29 furnishing this information to the Company.
30

31 All notices of annexation or contraction and address listings shall be addressed to the
32 Annexation Coordinator as follows, with the address subject to change:
33

34 Duke Energy
35 Tax Team DT02-V
36 9700 David Taylor Drive
37 Charlotte NC 28262
38 And by email to: TaxTeam@duke-energy.com
39

40 Company must revise its payments due to any annexation or contraction within a
41 reasonable time after Company has received such notice and updated list from Town, but no later
42 than sixty (60) days after receipt of notice and the list. Town understands and affirmatively
43 acknowledges that the Company will exclusively rely upon the Town to provide timely and

1 accurate information to the Company regarding any such annexations or contractions, and that
2 failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any
3 payments due to the Town that are impacted by such annexations or contractions. Further, Town
4 acknowledges that if such information is not timely furnished to Company as required herein,
5 any related obligation to collect payments shall be suspended during the period of delay.
6

7 (C) Use of the Rights of Way. During the term of the Franchise granted herein,
8 Company shall be the sole Electric Utility allowed to use and occupy the Rights of Way;
9 provided, however, the Company's right to use and occupy Rights of Way for the purposes set
10 forth herein shall be non-exclusive as to entities not engaged in the provision of electric energy
11 service, and the Town reserves the right to grant the right to utilize the Rights of Way to any
12 person at any time during the period of this Franchise so long as such grant does not create an
13 unsafe condition or unreasonably conflict with the rights granted to Company herein. In addition
14 to any other rights and/or remedies Company may have under this Ordinance or at law or in
15 equity, should Town permit an Electric Utility other than Company to use and occupy the Rights
16 of Way, Town agrees that Company shall be entitled to injunctive relief.
17

18 **SECTION 5 - Notice of Acceptance and Term of Franchise**

19

20 (A) This Ordinance shall become effective upon being legally passed and adopted
21 ("Effective Date") by the Town Commission; and it is further agreed that Grantee shall accept
22 this Franchise as of the date of the passage and adoption by the Town Commission and shall
23 signify its acceptance in writing within thirty (30) days after the Town Commission's approval of
24 this Ordinance by filing its written acceptance with the Town Clerk. If Grantee fails to accept
25 this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance
26 shall be null and void, and of no force and effect of any kind.
27

28 (B) Commencing on the Effective Date, the term of the Franchise granted herein shall
29 be for a period of ten (10) years. Thereafter, the Franchise granted by this Ordinance will renew
30 automatically for up to two (2) successive five (5)-year periods, unless either party provides the
31 other with written notice of its intent to forego automatic renewal at least twelve (12) months
32 prior to the date of the automatic renewal.
33

34 (C) If the Franchise expires without the parties entering a new franchise agreement,
35 then Company shall have the right to decrease the percentage of Company's Base Revenues
36 collected and paid to the Town under this Franchise by two percent (2%) beginning on the first
37 anniversary of the expiration of the Franchise and by an additional two percent (2%) on the
38 second anniversary of the expiration of the Franchise; provided that the percentage of
39 Company's Base Revenues collected and paid to the Town pursuant to this Franchise shall not be
40 reduced to less than two percent (2%) of Company's Base Revenues in any case. If Company
41 determines at the time of expiration of this Franchise that the parties are actively engaged in
42 good faith negotiations and making substantial progress toward the execution of a new franchise
43 agreement, Company may elect in its discretion to waive, delay, or abate the payment reductions

1 permitted under this Section 5(C).

2
3 **SECTION 6 - Payment to Town**

4
5 (A) Effective the first day of the second month beginning after the Effective Date of
6 this Ordinance, Town shall be entitled to receive from Company a monthly franchise amount that
7 will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the
8 preceding month, which amount shall be the total compensation due Town for any and all rights,
9 authority and privileges granted by this Franchise, including compensation for any required
10 permits, parking fees, or any other fee or cost related to the rights granted hereunder. Any
11 Franchise Fees that will be paid to the Town will be collected by the Company from Company's
12 customers in the Franchise Area and passed through to the Town in the manner described herein.
13 The Town expressly acknowledges that no additional or other amounts shall be due or remitted
14 by Company for the exercise of its rights granted hereunder.

15
16 Payment shall be made to Town for each month no later than the twentieth (20th) day of
17 the following month. The monthly payment shall be made by wire transfer. Any monthly
18 payment or any portion thereof made twenty (20) days after the due date without good cause
19 shall be subject to interest at the rate of ten percent (10%) per annum.

20
21 (B) Only disputed amounts shall be allowed to be withheld by Company, and any
22 such amount shall not accrue any interest during the pendency of any such dispute.

23
24 (C) The Town acknowledges that all classifications and categories of retail customers
25 of Company shall be subject to the payment of the Franchise Fee due hereunder.

26
27 **SECTION 7 - Favored Nations**

28
29 (A) In the event Grantee shall hereafter accept an electric utility franchise ordinance
30 from any municipality providing for the payment of a franchise fee in excess of that provided for
31 in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this
32 Franchise to increase the Franchise Fee payable under this Ordinance to no more than the greater
33 franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to
34 pay such greater franchise fee to Grantor shall apply prospectively beginning with the next
35 monthly Franchise Fee payment following Grantor's timely notice of its exercise of its
36 amendment right to which Grantee may collect such increased franchise fee from its customers.
37 Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to
38 amend to require such additional franchise fees.

39 (B) It is the intent and agreement of Grantor and Grantee that should applicable laws
40 change to expressly prohibit Company from being the sole Electric Utility allowed to use and
41 occupy the Rights of Way, Grantee shall not be required to pay Grantor a franchise fee under
42 Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or
43 Electric Energy Provider utilizing Grantor's Rights of Way on such Electric Utility's or Electric

1 Energy Provider's revenues attributable to services that are the same or substantially the same as
2 those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that
3 Grantee should not be placed at a competitive disadvantage by the payments required by Section
4 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide
5 services in competition with Grantee without utilizing Grantor's Rights of Way.
6

7 (C) In the event applicable laws change to expressly prohibit Company from being the
8 sole Electric Utility allowed to use and occupy the Rights of Way, and if Grantor imposes a
9 lesser fee, no fee, or is unable to impose a fee on another Electric Utility or Electric Energy
10 Provider providing or seeking to provide services in competition with Grantee to customers
11 within Grantor's municipal boundaries, whether utilizing Grantor's Rights of Way or not
12 utilizing Grantor's Rights of Way, Grantee's Franchise Fee under Section 6 for such services
13 shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric
14 Energy Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy
15 Provider). In all events, Town shall not grant more favorable treatment to other Electric Energy
16 Providers than is granted to Company under this Ordinance; it being the intent of the parties that
17 no future provider of electric service, be it generation, transmission or distribution service, to
18 customers within the corporate limits of Town shall be given a competitive advantage over
19 Company.
20

21 **SECTION 8 - Grantor Rights**

22
23 The right is hereby reserved to the Town to adopt such regulations as it shall find
24 necessary in the exercise of its police power, provided that such regulations, by ordinance or
25 otherwise, shall be reasonable, shall not be in conflict with the laws of the State of Florida or the
26 lawful regulations of any state agency possessing the power to regulate the activities of the
27 Company, and shall not conflict with or otherwise interfere with the benefits conferred on the
28 Company hereunder. In the event of a conflict between this Ordinance and any other ordinance
29 or regulation adopted by the Town or actions (or inactions) of the Town relating to Company's
30 rights to perform work in and/or occupancy of the Rights of Way as permitted hereunder, the
31 rights under this Ordinance shall govern and control. In the event of such conflict, the Town and
32 Company agree to work together in good faith to address and resolve such conflict; provided,
33 however, that Company shall be permitted to continue to exercise the rights granted herein
34 during the resolution of any conflict.
35

36 **SECTION 9 - Work in Rights of Way**

37
38 The Company is hereby granted the right, authority and privilege to perform all necessary
39 work and excavations in said Rights of Way of the Town related to its Facilities and necessary or
40 incidental to carrying out such rights and obligations as permitted hereunder. The Company shall
41 have the right to fasten, stretch and lay along the lines of said poles, conduits, pipes and cables
42 necessary for transmitting and conveying the electric current to be used in the Company's
43 business, together with all the rights and privileges necessary or convenient for the full use

1 including the right to trim, cut, remove and keep clear all trees and limbs near or along
2 Company's Facilities that may in any way endanger the proper operation or access of same.
3 Moreover, the Company shall have the right to construct, erect, operate and maintain within the
4 Town an electric system consisting of its Facilities for carrying on the Company's business;
5 provided that, in accomplishing these purposes, the streets of said Town shall not be
6 unnecessarily obstructed for an unreasonable amount of time and work in connection therewith
7 shall be done and carried on in conformity with such reasonable rules, standards, regulations and
8 local ordinances with reference thereto as may be adopted by the Town for the protection of the
9 public and which are not in conflict with or otherwise interfere with the benefits conferred on the
10 Company hereunder.

11 12 **SECTION 10 - Indemnification**

13
14 (A) The acceptance of this Franchise by Company shall be deemed an agreement on
15 the part of Company to indemnify Town and hold it harmless from and against any and all direct
16 damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs
17 incurred by the Town arising out of the death of or bodily injury to any person, or the destruction
18 of or damage to any property and caused by the negligence or willful misconduct of Company,
19 its contractors and agents in the construction, repair, operation, or maintenance of its electric
20 utility Facilities hereunder. Company shall not be required to indemnify and hold harmless Town
21 for any damages, claims, expenses, reasonable attorneys' fees and costs arising out of or
22 resulting from the negligence or willful misconduct of Town, its employees, contractors and/or
23 agents. In no event shall Company be liable to Town for any consequential, incidental, punitive,
24 exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by
25 statute, in tort (including negligence or strict liability), in contract, or under any indemnity
26 provision or otherwise.

27
28 (B) Company shall maintain throughout the term of this Franchise sufficient financial
29 resources to provide self-insurance insuring Town and Company with regard to all damages set
30 forth in Section 10 (A) in the minimum amounts of:

- 31 (i) \$1,000,000 for bodily injury or death to a person;
32 \$3,000,000 for bodily injury or death resulting from any one accident;
33 (ii) \$50,000 for property damage resulting from any one accident; and
34 (iii) \$1,000,000 for all other types of liability.

35
36 (C) Town acknowledges that Company provides its own liability insurance
37 (self-insured).

38 39 **SECTION 11 - Records and Reports**

40
41 (A) Company Rules and Regulations. The following documents shall be available to
42 Town upon Town's reasonable request: copies of rules, regulations, and procedures adopted by
43 Company that relate to Company's use of Town's Rights of Way.

1
2 (B) Accounting. Company shall use the system of accounts and the form of books,
3 accounts, records, and memoranda prescribed by the Florida Public Service Commission or such
4 other applicable governing agency having jurisdiction over Company, as determined by
5 Company.
6

7 (C) Reports. Company will submit monthly a statement of its estimated Base
8 Revenues for the period on which such payment is based. The acceptance of any statement or
9 payment shall not prevent the Town from asserting that the amount paid is not the amount due,
10 or from recovering any deficit by any lawful proceeding, including interest to be applied at the
11 rate set forth in Section 6 (A).
12

13 (D) Availability of Records and Reports. Company shall supply information that
14 Town or its representatives may from time to time reasonably request relative to the calculation
15 of Franchise Fees, subject to the Company's obligation to keep certain records confidential. Such
16 records shall, on written request of Town, be open for examination and audit by Town and
17 Town's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary
18 business hours and such records shall be retained by Company for a period of three (3) years.
19

20 (E) Audit. Town may require an audit of Company's books related to this Ordinance
21 upon prior written notice and during Company's normal business hours not more than once every
22 three (3) years and then only for the preceding three (3) years. Company will reimburse Town's
23 audit costs if the audit identifies errors in Company's Franchise Base Revenues of five percent
24 (5%) or more for the period audited. If an underpayment of Franchise Fees has occurred due to
25 the Company's error, interest will be calculated at the rate of ten percent (10%) per annum. Both
26 the underpayment and interest shall be paid within ninety (90) days from completion of the audit.
27

28 (F) Customer Report. In addition to Town's obligations in Section 4 (B), within
29 ninety (90) days of the Effective Date of this Ordinance, Town shall provide to Company a
30 report in a format acceptable to Company setting forth a list containing the new or removed
31 street names, known street name aliases, street addresses, street address number ranges, and
32 applicable directional and zip codes associated with each street name. Town shall annually
33 thereafter provide a report identifying any changes to the address listing provided the previous
34 year. For a range of street address numbers located within Town which consists only of odd or
35 even street numbers, the list must specify whether the street numbers in the range are odd or
36 even.
37

38 **SECTION 12 - Retail Wheeling**

39 In the event the appropriate governmental authorities authorize Retail Wheeling, then
40 either party, if Adversely Affected thereby, may reopen this Ordinance upon thirty (30) days
41 written notice to the other for the sole purpose of addressing the Franchise Fee payments
42 between Company and the Town. If the parties are unable to agree within ninety (90) days of
43 reopening, either party may declare an impasse and may file an action in the Circuit Court in

Pinellas County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

SECTION 13 – Severability

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, Town and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

SECTION 14 - Governing Law and Venue

(A) This Ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Ordinance, the same shall be brought in the appropriate state court in Pinellas County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 15 – Merger

This Ordinance is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16 – Notices

Except in exigent circumstances, all notices by either Town or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested, or by recognized commercial delivery with delivery receipt requested (e.g., FedEx, UPS or DHL). Any such notice shall be deemed to have been given when received by the recipient based on the delivery receipt. All notices shall be addressed as follows:

To Town:
Town Clerk
105 164th Ave

To Company:
Government & Community Relations Dept.
Duke Energy

1 Redington Beach, FL 33708
2 Phone: (727) 391-3875

299 1st Street North – FL163
St. Petersburg, FL 33701
Phone: (727) 820-5474

3
4
5
6 **SECTION 17 - Non-Waiver Provision**

7
8 The failure of either party to insist in any one or more instances upon the strict performance of
9 any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver
10 or relinquishment for the future of any such term or provision, and the same shall continue in full
11 force and effect. No waiver or relinquishment shall be deemed to have been made by either party
12 unless said waiver or relinquishment is in writing and signed by the parties.
13

14 **SECTION 18 - Repealer and Superseding Provision**

15
16 This Ordinance shall supersede, as to the rights, privileges, and obligations between Town and
17 Company, all ordinances and parts of ordinances in conflict with the terms of this Ordinance.
18 Ordinance No. 10-09 and any amendments thereto, are hereby deemed null and void and/or
19 repealed upon the effective date of this Ordinance and none of the provisions of such repealed
20 Ordinance No. 10-09 and any amendments thereto shall have any further force and effect.
21

22 **SECTION 19 - Dispute Resolution**

23
24 The parties to this Ordinance agree that it is in each of their respective best interests to avoid
25 costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the
26 parties agree that prior to pursuing their available legal remedies they will meet in an attempt to
27 resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any
28 of their available legal remedies.
29

30 FIRST READING AND PUBLIC HEARING: November 4, 2020.

31
32 SECOND READING, ADOPTION, AND PUBLIC HEARING: November 18, 2020.

33
34 ATTEST:

35
36
37
38 _____
Missy Clarke, CMC Town Clerk

James “Nick” Simons, Mayor

39
40
41 Approved as to form and legality
42 for the use and reliance of the
43 Town of Redington Beach, Florida, only.

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2
3
4
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6
7
8
9

Jay Daigneault, Town Attorney

Catherine S. Stempien, State President
Duke Energy Florida, LLC

TOWN OF REDINGTON BEACH

Resolution 2020-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING THE 2019-2020 ANNUAL FISCAL YEAR BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF REDINGTON BEACH, FLORIDA IN A MEETING DULY ADVERTISED AND REGULARLY ASSEMBLED AS FOLLOWS:

- 1. The Annual Fiscal Year Budget of the Town of Redington Beach, Florida, from October 1, 2019, through September 30, 2020 shall be amended in the amounts and categories as more fully shown by a copy of said Annual Budget Attached hereto as Schedule A and incorporated herein.**
- 2. This Resolution shall take effect upon passage of this Resolution.**

PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULAR SESSION THIS 18th Day of November, 2020.

Attest:

By: _____
Missy Clarke, CMC, Town Clerk

By: _____
Nick Simons, Mayor

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk					
Commissioner Steiermann					
Commissioner Will					
Vice Mayor Dorgan					
Mayor Simons					

GENERAL FUND

Revenues:

	2019-2020. Budget	Amended Budget
311.000 Ad Valorem	884,206.00	884,206.00
312.100 LOGT	21,500.00	21,500.00
313.200 Clearwater	5,500.00	5,500.00
313.900 Utility Propane	750.00	750.00
314.100 P.E. Utility	112,000.00	112,000.00
315.000 CST	55,925.00	55,925.00
316.000 Bus. Tax License	1,500.00	1,500.00
323.100 Electricity Franchise Fee	120,000.00	120,000.00
324.210 Impact Fees	0.00	0.00
327.000 Variances	1,750.00	1,750.00
334.300 FDOT Lighting Grant	9,500.00	9,500.00
335.120 State Revenue Sharing	27,037.00	27,037.00
335.180 1/2 Cent Sales Tax	98,628.00	98,628.00
351.200 Court Fines	3,500.00	3,500.00
359.900 Other Fines	1,500.00	1,500.00
361.200 Interest Savings Accounts	30,000.00	30,000.00
366.000 Contributions Donations	1,000.00	1,000.00
367.000 Other Licenses/Permits	350.00	350.00
369.000 Other Misc. Revenue	1,000.00	1,000.00
	1,375,646.00	1,375,646.00
999.992 Transfer Out	36,710.00	36,710.00

Expenses

Legislative	19/20 Budget	Amended Budget
511.111 Registration	1,500.00	1,500.00
511.120 Salaries & Wages	20,400.00	20,400.00
511.400 Travel	500.00	500.00
511.410 Boat Parade	800.00	800.00

511.820 Donations	500.00	500.00
521.210 Fica Match	1,561.00	1,561.00
	25,261.00	25,261.00
Town Clerk		
512.120 Salaries & Wages	70,860.00	70,860.00
512.130 Holiday Bonus	500.00	500.00
512.220 Pension	7,086.00	7,086.00
512.230 Group Insurance	9,210.00	9,210.00
512.231 Life Insurance	120.00	120.00
512.232 Dental Insurance	382.00	382.00
512.240 Work Comp Ins	1,452.50	1,452.25
512.260 General Liability Insurance	6,836.00	6,836.00
512.265 Property Insurance	4,898.50	4,898.00
512.269 Flood Insurance	7,200.00	7,200.00
512.310 Professional Services	0.00	0.00
512.310 Temporary Services	100.00	100.00
512.400 Travel	1,000.00	1,000.00
512.409 Cont. Education	1,500.00	1,500.00
512.410 Telephone	2,400.00	2,400.00
512.411 Internet Services	1,560.00	1,560.00
512.412 Website Services	1,500.00	1,500.00
512.415 Technical Assistance	1,000.00	1,000.00
512.420 Postage	750.00	750.00
512.421 Stamps.com	220.00	220.00
512.440 Utilities Water/Electric	5,800.00	5,800.00
512.461 Building Maintenance	2,000.00	<u>10,000.00</u>
512.471 Ordinance Codification	10,000.00	10,000.00
512.472 Election	2,800.00	2,800.00
512.473 Newsletter	1,000.00	1,000.00
512.480 Promotion/Public Relations	2,500.00	2,500.00
512.490 Advertising	7,500.00	7,500.00
512.510 Office Supplies	2,500.00	2,500.00
512.515 Office Copier/Lease	1,600.00	1,600.00
512.520 Office Copier/ Usage	1,000.00	1,000.00

512.521 Document Retention	500.00	500.00
512.542 Dues & Subscriptions	1,000.00	1,000.00
512.640 Equipment	1,000.00	1,000.00
521.210 Fica Match	5,421.00	5,421.00
	163,196.00	171,195.25
Finance		
513.120 Salaries & Wages	40,935.00	40,935.00
513.130 Holiday Bonus	500.00	500.00
513.140 Overtime Pay	1,000.00	1,000.00
513.220 Pension	4,093.00	4,093.00
513.230 Group Insurance	9,210.00	9,210.00
513.231 Life Insurance	120.00	120.00
513.232 Dental Insurance	382.00	382.00
513.240 Work Comp Ins	1,452.00	1,452.25
513.310 Professional Services	600.00	600.00
513.320 Audit Fee	25,000.00	25,000.00
513.415 Fund Balance Support	1,500.00	1,500.00
513.493 Bank Service Charges	300.00	300.00
513.495 Janitorial Services	2,220.00	2,220.00
521.210 Fica Match	3,132.00	3,132.00
	90,444.00	90,444.25
Legal		
514.121 Litigation	35,000.00	35,000.00
514.124 Town Attorney	35,000.00	35,000.00
514.310 Legislative Counsel	15,000.00	15,000.00
514.421 Special Magistrate	5,000.00	<u>2,500.00</u>
	90,000.00	87,500.00
Other Govt Services		
513.310 Gen Gov. Services	46,000.00	<u>37,998.00</u>
	46,000.00	37,998.00
Law Enforcement		
521.340 Law Enforcement Services	262,788.00	262,788.00
521.350 Traffic Enforcement Officer	1,500.00	<u>1,000.00</u>

521.410 Shared Phone Costs	200.00	200.00
	264,488.00	263,988.00
Fire Control		
522.340 Fire Dept Services	57,530.00	<u>57,531.00</u>
522.341 EMS (Seminole)	57,530.00	<u>57,531.00</u>
	115,060.00	115,062.00
Protective Services		
524.310 Code Enf. Services	24,000.00	<u>27,000.00</u>
524.421 Attorney Fees	2,500.00	2,500.00
524.422 Citation Costs	250.00	250.00
524.510 Code Enf. Supplies	100.00	100.00
524.542 Dues & Subscriptions	0.00	
	26,850.00	29,850.00
Public Works		
521.210 Fica Match	6,100.00	6,100.00
539.120 Salaries & Wages	79,733.00	79,733.00
539.129 Overtime DPW Assistant	0.00	0.00
539.130 Holiday Bonus	1,000.00	1,000.00
539.200 Temporary Help	2,000.00	2,000.00
539.220 Pension Expense DPW	7,974.00	7,974.00
539.230 Group Insurance	18,412.00	18,412.00
539.231 Life Insurance	240.00	240.00
539.232 Dental Insurance	764.00	764.00
539.233 Vehicle Insurance	1,377.00	1,377.00
539.240 Worker's Comp Ins	2,905.00	2,904.50
539.241 Continuing Education	500.00	500.00
539.400 Travel		0.00
539.440 Public Works Utilities	1,500.00	1,500.00
	122,505.00	122,504.50
Transportation		
540.490 Impact Fees	0.00	<u>5,785.00</u>
	0.00	5,785.00

Roads & Streets

541.465 Maintenance Streets	1,000.00	1,000.00
541.466 Maintenance Signs/Signals	5,000.00	5,000.00
541.467 Maintenance Street Lights	29,500.00	29,500.00
541.535 Road Signage	1,500.00	1,500.00
	37,000.00	37,000.00

Housing Development

554.800 Grants and Aid	0.00	0.00
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Library

571.000 Library	31,147.00	31,147.00
	31,147.00	31,147.00

Parks & Recreation

572.260 General Liability	6,836.00	6,836.00
572.265 Property Insurance	4,899.00	4,898.50
572.269 Flood Insurance	15,000.00	15,000.00
572.340 Landscaping Expense	8,000.00	<u>1,616.50</u>
572.430 Utilities	6,000.00	6,000.00
572.460 Maintenance Automotive	1,500.00	1,500.00
572.461 Maintenance Building	1,500.00	1,500.00
572.462 Maintenance Grounds	9,400.00	10,000.00
572.463 Maintenances Trees	6,000.00	6,000.00
572.464 Maintenance Other	500.00	500.00
572.467 Equipment Rental	500.00	500.00
572.490 Playground Equipment	1,500.00	1,500.00
572.510 Maintenance Equipment	2,000.00	2,000.00
572.520 Uniforms	500.00	500.00
572.521 Twin Towers Operating	500.00	500.00
572.522 Gasoline & Oil	3,500.00	3,500.00
572.524 Fertilizer & Mulch	3,000.00	3,000.00

572.527 Tools & Equipment	1,000.00	1,000.00
572.535 Signage	2,000.00	2,000.00
572.555 Master Plan Planting Fund	0.00	0.00
572.599 Swim Buoys	3,000.00	3,000.00
	77,135.00	71,351.00

Board of Parks & Rec

572.439 Holiday Lights	13,000.00	13,000.00
572.535 Signage	1,500.00	1,500.00
573.460 Holiday Lighting Maintenance	1,500.00	1,500.00
573.462 Ground Maintenance	2,500.00	2,500.00
573.525 Plants/Trees/Shrubs	1,500.00	1,500.00
	20,000.00	20,000.00

Replacement Reserves

600.220 2006 Ford F-150	3,000.00	3,000.00
600.250 Tractor 2016	2,000.00	2,000.00
600.301 Seawall	20,000.00	20,000.00
600.401 Bldg Refurbishment TownHall	122,350.00	122,350.00
600.403 Bldg Refurbishment PW	71,200.00	71,200.00
600.640 Lawn Mower 2015	1,300.00	1,300.00
600.800 Park Board Master Plan		
600.820 Park Board Playground Equip	10,000.00	10,000.00
600.900 Storm Debris Collection		
	229,850.00	229,850.00

1,375,646.00 1,375,646.00

CAPITAL FUND

Revenues:

	2019/2020 Budget	Amended Budget
312.600 Sales & Use Tax -One Cent	188,469.00	188,469.00
335.122 Sales & Use Tax 8th Cent	10,646.00	10,646.00
337.300 PC Interlocal Agreement Reimbursement	200,000.00	200,000.00
361.200 Interest Savings Accounts	10,000.00	10,000.00
399.000 Transfer In	36,710.00	36,710.00
	<u>445,825.00</u>	<u>445,825.00</u>
539.630 Infrastructure	200,000.00	190,000.00
	<u>200,000.00</u>	<u>190,000.00</u>
590.001 Capital Outlay	60,000.00	70,000.00
	<u>60,000.00</u>	<u>70,000.00</u>
600.600 Roads & Streets Reserves	185,825.00	185,825.00
	<u>185,825.00</u>	<u>185,825.00</u>
Total Expenses	445,825.00	445,825.00

Storm Water Fund 2019-2020 Budget

Revenues:

	2019/2020 Budget	Amended Budget
312.000 Stormwater Fee Revenue	94,500.00	94,500.00
361.200 Interest Savings Accounts	6,000.00	6,000.00
369.900 Other Misc. Revenues	100,500.00	100,500.00
535.340 Street Sweeping	1,500.00	1,000.00
535.441 Utility Mailing Costs	3,700.00	3,700.00
535.468 Maintenance CDS Units	3,500.00	0.00
535.540 Clean Drain & Lines	2,000.00	2,000.00
535.548 NPDES Drain Cleaning Reserve	1,500.00	1,500.00
535.650 Engineering Expense	10,000.00	10,000.00
	22,200.00	18,200.00
541.468 Maintenance Storm Drains	11,000.00	15,000.00
	11,000.00	15,000.00
600.500 Stormwater Reserves	67,300.00	67,300.00
	67,300.00	67,300.00
Total Expenses	100,500.00	100,500.00