

RESOLUTION NO. 76-09-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH FLORIDA PUBLIC UTILITIES COMPANY FOR THE RELOCATION OF EXISTING GAS FACILITIES ALONG LAKE SHORE DRIVE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town desires to implement sustainable strategies that will improve the quality of life and safety of residents and visitors in the town; and

WHEREAS, the Town previously determined that its stormwater infrastructure lacks capacity and there is a need to implement drainage system improvements associated with the Southern Outfall Pipe Replacement (the Project); and

WHEREAS, on February 8, 2022, the Town was awarded a Rebuild Florida Mitigation General Infrastructure Program Grant by the State of Florida, Department of Economic Opportunity, in an amount of \$11,067,635.00 to retrofit storm sewer systems using low-impact green infrastructure; and

WHEREAS, on December 10, 2023, Town's Public Works staff advertised and solicited bids from pre-qualified contractors for the Southern Outfall Pipe Replacement Project via an Invitation to Bid No. 125-2023 (ITB); and

WHEREAS, the bid price provided by Foster Marine Contractors, Inc. for the Project, including alternate bid pricing is \$3,450,696.30; and

WHEREAS, the Contractor's response to the ITB was determined by the Town Manager to be responsive and responsible to all requirements included in the ITB; and

WHEREAS, as the Contractor preformed prepared to move forward with construction initial constructability investigations determined a conflict with the existing gas main, requiring its relocation, and

WHEREAS, the requested that Florida Public Utilities relocate the existing gas line away from bridge structure and new storm-water piping; and

WHEREAS, Florida Public Utilities submitted an agreement for Town review and execution for the relocation of the existing gas facilities to our desired locations at a cost of \$56,919.00, and

WHEREAS, the cost for this gas line relocation work will be covered by the Lake Park Lake Shore Drive Drainage Improvements grant, # LPA0445, issued by the State of Florida Department of Environmental Protection; and,

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into an agreement with Florida Public Utilities Company for the relocation of the gas facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the mayor to execute an agreement with Florida Public Utilities Company. for the relocation of existing gas facilities along Lake Shore Drive, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 3. This resolution shall be effective upon its execution.

The foregoing Resolution was offered by Commissioner Thomas, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER MICHAEL HENSLEY	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 76-09-24 duly passed and adopted this 18 day of September, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: R. D. Michaud
ROGER D. MICHAUD
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK
TOWN OF LAKE PARK
(TOWN SEAL)
SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY
Brett Leeshby

FLORIDA PUBLIC UTILITIES COMPANY
IMPROVEMENT OR RELOCATION OF EXISTING
FACILITIES AGREEMENT

This agreement, executed in duplicate as of the 18 day of September A.D. 2024, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and Town of Lake Park, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an improvement or relocation of existing facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an improvement or relocation;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will improve or relocate existing facilities as follows:

@ 302 Lake Shore dr Lake Park

FPUC will relocate Gas Main in conflict with proposed demolition and construction.

FPUC will abandon in place existing 4" steel Gas Mains in proposed construction area.

Per developer, FPUC to include temporary restoration rather than full restoration, which will be provided by Owner/developer during master permit future work.

This proposal will expire 6 months after 08/29/2024.

2. The Utility will commence the improvement or relocation of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the improvements or relocation of its facilities as soon as reasonably possible; provided, however that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

3. To compensate the Utility for the cost and expense of the aforesaid improvement or relocation of its facilities, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of \$56,919.00, the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility without the right of any rebate, credit, reduction or adjustment in favor of either party.

4. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid improved or relocated facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the improved or relocated facilities for the purpose of serving other customers of the utility.

5. After the improvement or relocation of the facilities described above, the Consumer agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the improved or relocated facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

6. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this agreement as of the day and year hereinbefore first written.

This section for FPUC use	
_____ Improvement	_____ Sub ledger# _____
Reference: _____	
_____ Relocation	_____ . 1430 . 2 Sub ledger# _____
Supervisor Approval _____	

"Utility" FLORIDA PUBLIC UTILITIES COMPANY

By 
Its Agent (Sign & Print)

"Consumer"

By _____
Consumer (Sign & Print)

