

**ORDINANCE NO. 10-2005**

**AN ORDINANCE THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING SECTION 2.8 AND 2.9.02 OF ORDINANCE 8, 1998 BY REPLACING SAME WITH NEW SECTIONS 2.8.01 AND 2.8.02, ENTITLED "CUSTOMER SERVICE REQUIREMENTS AND PERFORMANCE STANDARDS;" PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN ENFORCEMENT DATE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Ordinance 8, 1998 adopted on August 5 1998, the Town Commission previously approved a franchise with Southeast Florida Cable, Inc., d/b/a Adelphia Cable Communications; and

WHEREAS, the Town Commission intends to amend Ordinance 8, 1998; and to provide for customer service and performance standards; and

WHEREAS, pursuant to 47 C.F.R. 76.309(b)(4), the Town may impose and enforce customer service requirements that exceed those set by the Federal Communications Commission, and

WHEREAS, the Town reserved the right to require additional or greater standards of construction, operation, maintenance or otherwise of the Franchisee, which are consistent with the highest standards of the cable television industry, and

WHEREAS, pursuant to Ordinance 8,1998, all franchisees are subject to all requirements, pertinent federal and Florida laws, rules and regulations, as well as ordinances, laws, rules regulations and specifications heretofore or hereafter enacted or established, and

WHEREAS, the Town Commission has determined that Ordinance 8, 1998 does not incorporate adequate customer service and performance standards and enforcement mechanisms for the operation of cable television systems within the Town, and

WHEREAS, it is the Town's intent to protect its citizens and to require that all cable television system operators provide adequate laws for customer service and performance standards for cable television systems operating within the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK as follows:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. AMENDMENT: Ordinance 8, 1998 is hereby amended as follows:

**Section 2.8.01. Customer service requirements and performance standards.**

(a) A Franchisee shall maintain all parts of its Cable System in good condition and in accordance with standards generally observed by the cable television industry. Sufficient employees shall be retained to provide safe, adequate, and prompt service for all of its Subscribers and facilities.

(b) Cable System Office. Unless this requirement is expressly waived or modified by a Franchise Agreement, a Franchisee shall maintain a Subscriber service center located within the Town, which shall include a place where Subscribers may pay their bills, pick up and return converters or other equipment and initiate installations or other action with respect to Cable Service. This service office shall be open during Normal Business Hours, as defined below, which as of the effective date of this Ordinance, are from 8:00 a.m. to 5:30 p.m., Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturday.

(c) Telephone Availability. Franchisee shall maintain a publicly-listed local, toll-free telephone number and employ a sufficient number of telephone lines, knowledgeable personnel and answering equipment to allow reasonable access by Subscribers and members of the public to contact the Franchisee on a full-time basis, 24 hours per day, seven days per week including holidays. Knowledgeable, qualified Franchisee representatives will be available to respond to Subscriber telephone inquiries. Franchisee shall comply with the telephone answer time standards set forth in Subsection (d) below.

(d) Franchisee shall answer all Subscriber service and repair telephone calls made under Normal Operating Conditions, as defined below, within 30 seconds, including wait time and within an additional 30 seconds to transfer the call. Under Normal Operating Conditions, Subscribers shall receive a busy signal less than 3% percent of the time. These standards shall be met no less than 90% percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(e) Franchisee must meet each of the following standards no less than 95% percent of the time under Normal Operating Conditions as measured on a quarterly basis:

(1) Standard installation work shall be performed within seven business days after an order has been placed except in those instances where a Subscriber specifically requests an installation date beyond the seven business day period. "Standard" installations are up to 125 feet from the existing distribution System. If scheduled installation is neither started nor completed as scheduled, the Subscriber will be telephoned by an employee of the Franchisee the same day. If the call to the Subscriber is not answered, an employee of the Franchisee shall telephone the Subscriber the next day;

(2) Excluding conditions beyond the control of the Franchisee, the Franchisee will respond to service interruptions promptly and in no event later than 24 hours after the interruption becomes known. Other service problems will be responded to promptly and in no event later than 48 hours after the problem becomes known. All service interruptions and service problems within the control of Franchisee will be corrected within 72 hours after receipt of a complaint;

(3) The appointment window alternatives made available for installations, service calls, repairs, and other installation activities will be either a specific time, a four-hour time block during Normal Business Hours, or at the election and discretion of the Subscriber, "all day;"

(4) Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment; and

(5) If, at any time, an installer or technician is running more than 30 minutes late for a scheduled appointment, an attempt to contact the Subscriber will be made and the appointment rescheduled as necessary at a time which is convenient for the Subscriber.

(f) For purposes of this Section 2.8.01, the term "Normal Business Hours" shall mean those hours during which most similar businesses in the community are open to serve Subscribers, which as of the effective date of this Ordinance, are from 8:00 a.m. to 5:30 p.m., Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturday, or as otherwise defined by the FCC. In all cases, Normal Business Hours shall include either some evening hours at least one night per week or some weekend hours. The term "Normal Operating Conditions" means those service conditions which are within the control of the Franchisee, or as otherwise defined by the FCC. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee shall include, but are not limited to, special promotions, pay-per-view events, rate increase, regular peak or seasonal demand periods, and routine maintenance or upgrade of the Cable System.

(g) Disconnection.

(1) Voluntary Disconnection.

- a. A Subscriber may terminate service at any time.
- b. A Franchisee shall promptly disconnect any Subscriber who so requests from the Franchisee's Cable System. No period of notice prior to voluntary termination of service may be required of Subscribers by any Franchisee. So long as the Subscriber returns equipment to Franchisee's service center located in the Town or makes available to Franchisee to pick up within three business days of the disconnection, no charge may be imposed by any Franchisee for such voluntary disconnection or for any Cable Services delivered after the date of disconnection request.
- c. A Subscriber may be asked, but not required, to disconnect the Franchisee's equipment.
- d. Any security deposit and/or other funds due the Subscriber shall be refunded on disconnected accounts after the converter has been recovered by the Franchisee. The refund process shall take a maximum of 45 days from the date disconnection was requested to the date the Subscriber receives the refund.

(2) Involuntary Disconnection. If a Subscriber fails to pay a monthly Subscriber or other fee or charge, the Franchisee may disconnect the Subscriber's service outlet; however, such disconnection shall not be effected until 45 days after the date on which the applicable monthly bill was sent to the Subscriber and advance written notice of intent to disconnect to the Subscriber in question. The notice of delinquency and impending termination may be part of a billing statement provided that the message is in bold or large type or other similar manner designed to bring the information to the Subscriber's attention. If the Subscriber pays within 45 days after the date on which the applicable monthly bill was sent and after notice of disconnection has been given, the Franchisee shall not disconnect. After disconnection, upon payment by the Subscriber in full of all proper fees or charges, including the payment of the reconnection charge, if any, the Franchisee shall promptly reinstate Cable Service. Franchisee reserves the right to deny Cable Service to any Subscriber who has been repeatedly disconnected for nonpayment of such services to the extent such rights are consistent with applicable state and federal law.

(3) With respect to any disconnection, whether requested or involuntary, a Franchisee shall comply with the rules and regulations of the FCC and applicable law regarding ownership, sale, removal and abandonment of home wiring.

(h) Franchisee shall intentionally interrupt service only for good cause and for the shortest time possible. Franchisee shall use its best efforts to insure that such interruptions shall occur only during the hours of 1:00 a.m. to 6:00 a.m. Franchisee shall maintain a written log for all intentional service interruptions.

(i) Franchisee shall notify the Town Manager or designee immediately if a service interruption affects 200 or more Subscribers for a time period greater than four hours.

(j) Franchisee shall cause all its field employees to wear a picture identification badge indicating their employment by Franchisee. This badge shall be clearly visible to the public.

(k) A Franchisee shall develop written procedures for the investigation and resolution of all Subscriber or Town resident complaints that are received by the Town. Such procedures shall be submitted to the Town Manager or designee. A Subscriber or Town resident who has not been satisfied by following the Franchisee's procedures may file a written complaint with the Town Manager or designee who will investigate the matter and in consultation with the Franchisee, as appropriate, attempt to resolve the matter. A Franchisee's performance in resolving Subscriber and resident complaints in a fair and equitable manner will be considered in connection with the Franchisee's renewal application. Franchisee shall maintain a complete list of all complaints received during the previous 12 months from Subscribers that required a service call and were not resolved within seven days of receipt and the measures taken to resolve them. This list shall be compiled on a quarterly basis and, if such unresolved complaints exist, submitted to the Town upon request. In providing such information, Franchisee shall be obligated to protect Subscriber privacy in accordance with federal law.

(l) Franchisee shall permit the Town Manager or designee to inspect and test the Cable System's technical equipment and facilities upon reasonable notice which shall be not less than 72 hours except in the case of an emergency, as determined by the Town Manager or designee.

(m) Franchisee shall abide by the following requirements governing communications with Subscribers, bills and refunds:

(1) Each Franchisee shall provide to Subscribers written information in each of the following areas at the time of installation, or at least once annually, and at any future time upon request by the Subscriber:

- a. How to use the Cable Service;
- b. Installation and service maintenance policies;
- c. The products and services offered;
- d. Prices and service options;
- e. Channel positions of programming carried on the Cable System;
- f. The Franchisee's procedures for the receipt and resolution of Subscriber complaints and the Franchisee's address and telephone number to which complaints may be reported if not otherwise provided.
- g. The telephone number and address of the Town's office designated to handle cable television complaints and inquiries;
- h. The availability of a "lock-out" device;
- i. The Franchisee's information collection and disclosure policies for the protection of a Subscriber's privacy.

(2) In addition, each Franchisee shall provide written notice in its monthly billing, at the request of the Town Manager, of any Town meeting regarding requests or applications by the Franchisee for renewal, transfer or modification of its license. The Town Manager shall make such a request in writing, with reasonable notice prior to the mailing of any billing by Franchisee, such that Franchisee's regular billing cycle shall not be interrupted. To the extent that any notice requested by the Town would exceed the messaging limitations of the Franchisee's billing system and would thus cause the Franchisee to print and insert a separate document into the bill, the Town may be requested to pay printing costs and incremental postage expenses for such notice.

(3) Franchisee's bills will be clear, concise and understandable.

(4) Refund checks will be issued promptly, but no later than the earlier of 45 days or the Subscriber's next billing cycle following the resolution of a refund request, or the return of the equipment supplied by the Franchisee if Cable Service is terminated.

(5) Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

(6) A Franchisee shall provide Subscribers, the Town Manager, and the Town Commission with at least 30 days' advance written notice of any changes in rates, charges, channel lineup, or initiations or discontinuations or changes of Cable Services offered over the Cable System if such change is within the control of the Franchisee, and in accordance with FCC regulations.

(n) A Franchisee shall, upon an affected Subscriber's request, provide a pro-rated 24-hour credit to the Subscriber's account for any period of 4 hours or more within a 24-hour period during which a Subscriber experienced an outage of service or substantial impairment of service, whether due to a Cable System malfunction or other cause.

(o) Billing.

(1) The Franchisee's first billing statement after a new installation or service change shall be pro-rated as appropriate and shall reflect any security deposit.

(2) The Franchisee's billing statement must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(3) The Franchisee's billing statement must show a specific payment due date. Any balance not received by the due date may be assessed a late charge consistent with applicable law. The late charge will appear on the following month's billing statement.

a. Franchisee shall provide reasonable notice to the Town and Subscribers of the amount of any processing fees for late payments and the manner of imposing such fees. Any late fee that may be imposed shall be in an amount and manner consistent with applicable state and federal law. Late charges on unpaid bills shall not exceed Five Dollars (\$5.00). Such fee shall be deemed to represent the Franchisee's reasonable administrative costs, and in no event shall exceed 18% percent per annum on the unpaid balance or the maximum amount of interest allowed by law. If a Subscriber disputes a bill on or before the due date, the Franchisee shall waive a late fee during the period until a final resolution of the dispute is agreed upon between the Franchisee and the Subscriber.

b. Subscribers shall not be charged a late fee or otherwise penalized for any failure by the Franchisee, its employees, or contractors, including failure to timely or correctly bill the Subscriber, or failure to properly credit the Subscriber for a payment timely made.

(4) The Franchisee must notify the Subscriber that he or she can remit payment in person at the Franchisee's office in the Town and inform the Subscriber of the address of that office.

(p) Alteration of Service. Except as incident to an upgrade or rebuild of the Cable System, a Franchisee may not substantially alter the Cable Service being provided to a Subscriber (including by re-tiering, restructuring a tier or otherwise) without the express affirmative permission of such Subscriber, unless it complies with this subsection.

(1) If a Franchisee wishes to alter the Cable Service being provided to a Subscriber (including by re-tiering, restructuring a tier or otherwise) in such a way that the Subscriber will no longer be able to obtain the same package of Cable Services then the Franchisee must provide the Subscriber with 30 days' notice of such alteration, explain the substance and the full effect of the alteration, and provide the Subscriber the right within the thirty (30) day period following notice, to opt to receive any combination of Cable Services offered by the Franchisee.

(2) Except as provided herein or under applicable federal, state or local law, no charge may be made for any Cable service or product which the Subscriber has not affirmatively indicated, in a manner separate and apart from payment of the regular monthly bill that the Subscriber wishes to receive.

(q) Franchisee shall certify in writing to the Town as of January 1st and July 1st of each year, based upon internal due diligence by the Franchisee, that to the best of Franchisee's knowledge it is in substantial compliance with the standards set forth in this Section 2.8.01, said certification to be made as of a date within 30 days of January 1st and July 1st. At the request of the Town, for reasonable cause including but not limited to discrepancies between the reports provided to the Town and the certification required herein, the Franchisee shall submit such documentation, as may be required, to demonstrate

Franchisee's compliance with this Section 2.8.01. This documentation shall be submitted within 30 days of the Franchisee's receipt of the Town's request.

(r) Notwithstanding anything to the contrary, Franchisee shall not incorporate within any bulk residential subscriber contract the term of the Franchise granted by the Town as the length of the term of a bulk contract(s) Franchisee shall make available to all residential bulk Subscribers the same level of service provided to Franchisee's residential Subscribers in the Town, including, but not limited to, the requirements of Section 2.8.01 herein, unless the parties to the bulk contract have expressly agreed otherwise in writing.

(s) Responsibility for the administration of this Ordinance and any Franchise granted pursuant to this Ordinance, and for the resolution of all complaints against the Franchisee regarding the quality of service, equipment malfunctions, and related matters, is hereby delegated to the Town Manager or his designee, who is empowered, among other things, to settle, or compromise any controversy arising from operations of the Cable System by Franchisee, either on behalf of the Town or any Subscriber, in accordance with the best interests of the public. In cases where requests for service have been ignored or in cases where the service provided is alleged to be in non-compliance with this Ordinance or a Franchise Agreement, the Town Manager or his designee shall have the power to require the Franchisee to provide service consistent with the terms of the Franchise, if in the opinion of the Town Manager or his designee such request for service is reasonable. Any person aggrieved by a decision of the Town Manager, including the Franchisee, may appeal the matter to the Town Commission for hearing and determination. The Town Commission may accept, reject or modify the decision of the Town Manager. No adjustment, settlement, or compromise, whether instituted by the Town Manager or by the Town Commission, shall be contrary to the provisions of this Ordinance or any Franchise issued pursuant to this Ordinance and neither the Town Manager nor the Town Commission, in the adjustment, settlement, or compromise of any controversy shall have the right or authority to add to, modify or delete any provision of the Ordinance or of the Franchise Agreement, or to interfere with any rights of Subscribers or any Franchisee under applicable federal, or state law or private contract.

(t) The Town Manager or designee shall have the authority to assess fines for violations of this Section in accordance with the schedule set out below or as otherwise provided in a Franchise Agreement. The fines listed are to be assessed on a per violation basis with each day of a continuing violation constituting a separate violation, except for those customer service standards set forth in Subsections (d) and (e) above which are measured on a quarterly basis. With respect to such standards that are measured on a quarterly basis, the fines for such violations shall be assessed on a quarterly basis as follows; \$5,000 per quarter if the Franchisee falls below such standards by 10% or less; \$10,000 per quarter if the Franchisee falls below such standards by 20% or less and \$15,000 per quarter if the Franchisee falls below such standards by 25% or more. For example, if Franchisee has answered the telephone standards set forth in Subsection (d) on a quarterly basis 75% of the time, instead of the 90% required herein, the quarterly fine shall be \$10,000. Prior to assessing any fines set forth in the schedule below, the



Town Manager or designee shall following the procedures set forth in Section 2(t)(1). of this Ordinance.

#### SCHEDULE OF FINES

Single Violation of:	Maximum Fines
(a) Section 2.8.01 (a), hereof.	\$ 500.00
(b) Section 2.8.01 (b), hereof.	\$ 500.00
(c) Section 2.8.01 (c), hereof.	\$ as detailed above
(d) Section 2.8.01 (d), hereof.	\$ as detailed above
(e) Section 2.8.01 (e)(1-5), hereof.	\$ as detailed above
(f) Section 2.8.01 (g)(1-3), hereof.	\$ 250.00
(g) Section 2.8.01 (h), hereof.	\$ 350.00
(h) Section 2.8.01 (i), hereof.	\$ 350.00
(i) Section 2.8.01 (j), hereof.	\$ 350.00
(j) Section 2.8.01 (k), hereof.	\$ 500.00
(k) Section 2.8.01 (m)(1-5), hereof.	\$ 250.00
(l) Section 2.8.01 (m)(6), hereof.	\$ 500.00
(m) Section 2.8.01 (n), hereof.	\$ 250.00
(n) Section 2.8.01 (o), hereof.	\$ 250.00
(o) Section 2.8.01 (p), hereof.	\$ 250.00
(p) Section 2.8.01 (q), hereof.	\$ 250.00

(q) Section 2.8.01 (s), hereof.

\$ 250.00

(1) Prior to assessing a fine, the Town Manager or designee shall consider any justification or mitigating factor advanced in Franchisee's written response, including, but not limited to rebates or credits to the Subscriber, a cure or commencement of a cure of the violation, and the payment of any penalty to Palm Beach County for the same violation. The Town Manager or designee may, after consideration of the response of the Franchisee, waive or reduce any proposed fine.

(2) Subsequent to the notice of proposed fine to Franchisee and consideration of the Franchisee's response, if any, and after following the procedures set forth in Subsection (1) above, the Town may issue an assessment of fine. Any fine will commence as of the date of the written notice specifying the violation at issue. The fine shall be paid within 30 days of written notice of assessment to the Franchisee. The Town may enforce payment of the refund or fine in any court having jurisdiction or if Franchisee challenges the assessment in a court of competent jurisdiction, within 30 days of a final non-appealable decision that the assessment is valid. This fine shall constitute liquidated damages to the Town for the violation and the Town may enforce payment of the fine in any court having jurisdiction. It is the intent of the Town to determine fines as a reasonable estimate of the damages suffered by the Town and/or its Subscribers, whether actual or potential, and may include without limitation, increased costs of administration, enforcement and other damages difficult to measure.

(3) Any Person who intentionally files a false complaint against a Franchisee shall be subject to a fine, payable to the Town, in the amount of \$50 for the first violation and \$100 for each subsequent violation.

(4) Intentional misrepresentation by a Franchisee in any response to a notice of proposed refund and/or fine shall be grounds for revocation of the Franchise.

(5) In addition to complying with the customer service standards set forth in this Ordinance or in any Franchise issued pursuant to this Ordinance, a Franchisee shall comply with all customer service standards applicable to Cable Systems of the FCC and any other applicable law governing the operations of the Cable System within the Town. If during the term of any Franchise granted pursuant to this Ordinance, the FCC modifies the customer service standards applicable to Franchisee, the Town may modify this Ordinance to reflect any such new customer service standards.

(u) The Town expressly reserves the right to consider violations of the customer service requirements in evaluating any renewal, modification or transfers of any Franchise Agreement.

(v) The Town and Franchisee recognize that the customer service standards set forth in this Section 2.8.01 reflect the current operating procedures of Franchisee. If Franchisee's current operating procedures change during the term of any Franchise granted pursuant to this Ordinance, the Town agrees to meet with Franchisee to discuss appropriate modifications to such standards and to consider such reasonable modifications to the standards set forth herein as requested by a Franchisee to reflect any such new operating procedures. Upon request of the Franchisee, the Town shall also discuss with Franchisee the need to continue such regulation in light of the competition that Franchisee may face in the provision of Cable Services to Subscribers and to consider such reasonable modifications to the customer service standards set forth herein in light of the competitive environment. Notwithstanding anything to the contrary, Franchisee shall be obligated to comply with this Section 2.8.01 unless modifications are agreed upon by the Town and Franchisee in writing.

**Section 2.8.02. Subscriber Privacy.**

(a) A Franchisee shall at all times protect the privacy of all Subscribers to the full extent required by Section 631 of the Communications Act, 47 U.S.C. § 551 and state law.

(b) Unless otherwise permitted by federal or state law, neither the Franchisee nor its agents or employees shall, without the prior and specific written authorization of the Subscriber involved, sell, or otherwise make available for commercial purposes the names, addresses or telephone numbers of any Subscriber or Subscribers, or any information which identifies the individual viewing habits of any Subscriber or Subscribers.

SECTION 3. ENFORCEMENT DATE: Pursuant to 47 C.F.R. 76.309(a), the regulations contained herein shall become effective and enforceable, ninety (90) days after the effective date of this Ordinance.

SECTION 4. CONFLICT: All Ordinances or laws in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. CODIFICATION: The provisions of this Ordinance may become and be made a part of the Town Code and that the Sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Division," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

SECTION 7. EFFECTIVE DATE: This Ordinance shall become effective upon its adoption.

Upon First Reading this 7 day of September 2005, the foregoing ORDINANCE 10-2005 was offered by Commissioner Balius, who moved its approval. The motion was seconded by Commissioner Carey, and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR PAUL CASTRO	<u>Absent</u>	_____
VICE MAYOR PAUL GARRETSON	<u>X</u>	_____
COMMISSIONER CHUCK BALIUS	<u>X</u>	_____
COMMISSIONER ED DALY	<u>X</u>	_____
COMMISSIONER JEFF CAREY	<u>X</u>	_____

PUBLISHED IN THE PALM BEACH POST THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005, AND THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

Upon Second Reading, this 21 day of December, 2005, the foregoing ORDINANCE was offered by Commissioner Carey who moved its adoption. The motion was seconded by Commissioner Balius, and upon being put to a vote, the result was as follows:

	AYE	NAY
MAYOR PAUL CASTRO	<u>X</u>	_____
VICE MAYOR PAUL GARRETSON	<u>Absent</u>	_____
COMMISSIONER CHUCK BALIUS	<u>X</u>	_____
COMMISSIONER ED DALY	<u>X</u>	_____
COMMISSIONER JEFF CAREY	<u>X</u>	_____

The Mayor thereupon declared Ordinance No. 10-2005 duly passed and adopted this 21 day of December 2005.

TOWN OF LAKE PARK, FLORIDA

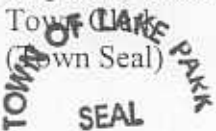
BY: *Paul Castro*  
Mayor Paul Castro

ATTEST:

*Stephanie Thomas*

Stephanie Thomas

Town of Lake Park  
(Town Seal)



Approved as to form and legal sufficiency

*Thomas J. Baird*  
Thomas J. Baird, Town Attorney