

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - July 30, 2013

REVISED July 30, 2013 - Regular Meeting
Agenda Item #61

Item deleted off agenda
7/30/13.

Subject

FPL Street Light Agreement - 9th Street East from 53rd Ave E to 57th Ave E

Briefings

None

Contact and/or Presenter Information

Contact/Presenter: Sage Kamiya, P.E., PTOE, Deputy Director - Traffic Management X7425

Action Requested

Authorize Chairman to execute the Street Light Agreement for 9th Street East from 53rd Avenue East to 57th Avenue East with Florida Power Light.

Enabling/Regulating Authority

Florida Statute - Chapter 125 - County Government SS 125.0101 and SS 125.012 (19)

Background Discussion

The County Capital Improvement Program Project No. 6040460: 9th Street East from 53rd Avenue East to 57th Avenue East was adopted by the Board of County Commissioners in 2004. The scope of the project is to "Upgrade the existing two lane roadway to a new four lane divided roadway facility with sidewalks and streetlights". The 2007 design incorporates the installation of 18 FPL owned street lights installed by the utility company, Florida Power and Light (FPL). In order to continue servicing the lights, FPL requires an agreement with Manatee County, whereby FPL will provide power service and maintenance of the 18 street lights for an average 2012 monthly rate of \$15.83 per street light. This is a total of \$3,419.04 per year for power and maintenance of 18 street lights.

Recommendation:

Staff recommends authorization for the Chairman to execute the FPL Streetlight Agreement.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please return two signed executed Agreements to Mary Moeller, Public Works Dept.

Cost and Funds Source Account Number and Name

As part of this agreement, there will be no initial installation costs. Monthly power and maintenance costs will be paid out of cost center no. 1010020707 / Traffic Operations Division

Amount and Frequency of Recurring Costs

\$284.92 monthly recurring maintenance and power cost for a total of \$3,419.07 annual costs.

Attachment: [FPL Street Light Agreement for 9th St E.pdf](#)

Attachment: [StreetLight Plan 9th St E from 53rd Ave E to 57th Ave E.pdf](#)



FPL Account Number: 53620-32616
 FPL Work Order Number: 2248600

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, COUNTY OF MANATEE BCC COMM ST LGT (hereinafter called the Customer), requests on this 2nd day of MARCH, 2012, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) 9TH ST E FROM 53RD AVE E TO 57TH AVE E located in Bradenton / Manatee, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
200 Watts	Cutoff Cobra	18			

<u>Poles Installed</u>		<u>Poles Removed</u>		<u>Conductors Installed</u>		<u>Conductors Removed</u>	
Pole Type	# Installed	Pole Type	# Removed				
WOOD	8			0 Feet not Under Paving		Feet not Under Paving	
				Feet Under Paving		Feet Under Paving	

(b) Modification to existing facilities other than described above (explain fully):

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

- Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - the addition of street lighting facilities;
 - the removal of street lighting facilities; and
 - the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
16. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

FLORIDA POWER & LIGHT COMPANY

Customer (Print or type name of Organization)

Tax ID # = _____

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

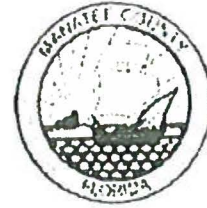
(Print or type name)

GREGORY C. COKER
(Print or type name)

Title: _____

Title: Project Manager

MANATEE COUNTY
 BOARD OF COUNTY COMMISSIONERS
 BRADENTON, FLORIDA



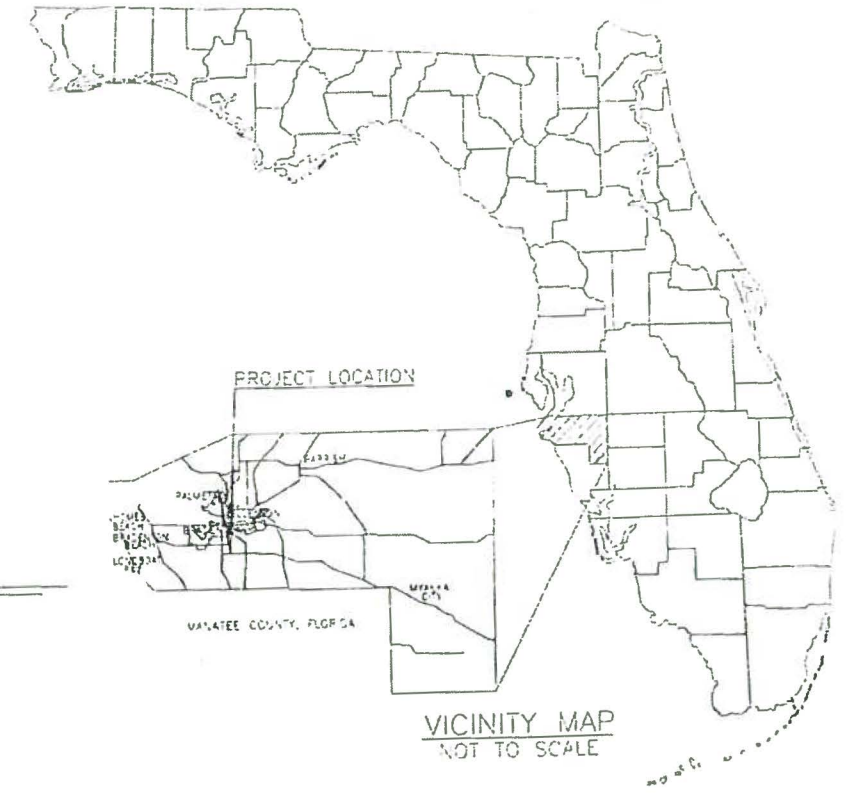
K&S PROJ. NO.	17156.20
SHEET NO.	11

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
L L2-L4	KEY SHEET LIGHTING PLAN SHEETS

**PROPOSED LIGHTING PLANS FOR
 9TH STREET EAST - 4 LANE
 BETWEEN 57TH AVENUE EAST
 AND 53RD STREET EAST**

COUNTY PROJECT NO. 6040460
 K&S PROJECT NO. 17156.20
 MANATEE COUNTY, FLORIDA



PROJECT ENGINEER OF RECORD:
 KEITH B. SCHNARS, P.A.
 2525 DRANE FIELD ROAD, SUITE 7
 LAKELAND, FL 33811
 JOHN E. HOWLE, P.E.
 (863) 646-4771



PLANS PREPARED BY:
 KEITH B. SCHNARS, P.A.
 2525 DRANE FIELD ROAD, SUITE 7
 LAKELAND, FL 33811
 (863) 646-4771
 CERTIFICATE OF AUTHORIZATION NO. 0337

1. ALL INDEX REFERENCES IN THIS SET OF PLANS REFER TO F.D.O.T. "DESIGN STANDARDS" DATED 2008.
2. GOVERNING SPECIFICATIONS STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED 2007 AND SUPPLEMENTS THERETO IF NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.
3. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY BEEN REDUCED IN SIZE BY REPRODUCTION THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. UNDERGROUND UTILITIES: THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THE PLANS HAVE BEEN OBTAINED BY FIELD SURVEYS AND SEARCHES OF AVAILABLE RECORDS. IT IS BELIEVED THAT THIS DATA IS ESSENTIALLY CORRECT. HOWEVER, THESE PLANS DO NOT GUARANTEE THEIR ACCURACY OR COMPLETENESS. THE CONTRACTOR WILL BE REQUIRED TO VERIFY THE EXACT LOCATION OF EACH FACILITY WITH THE UTILITY COMPANY WHEN THE POTENTIAL EXISTS FOR INVOLVEMENT AND SHALL TAKE DUE CARE IN ALL PHASES OF THE CONSTRUCTION TO PROTECT ANY SUCH FACILITIES WHICH MAYBE AFFECTED BY THE WORK. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

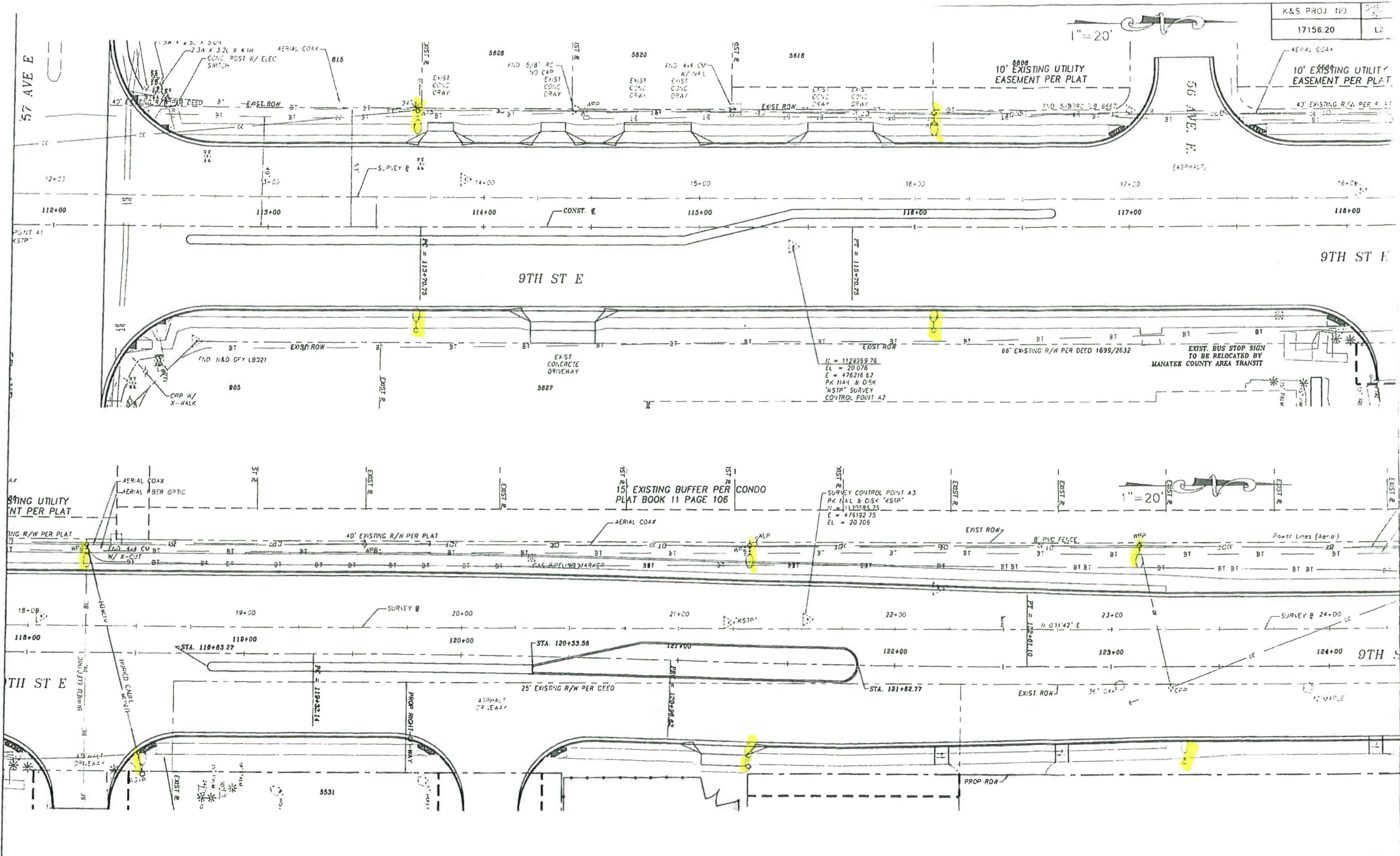
NOTE: LIGHTING PLANS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. LIGHTING TO BE INSTALLED BY FLORIDA POWER AND LIGHT.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ENGINEER OF RECORD: JOHN E. HOWLE, P.E. NO. 27594

DATE: _____





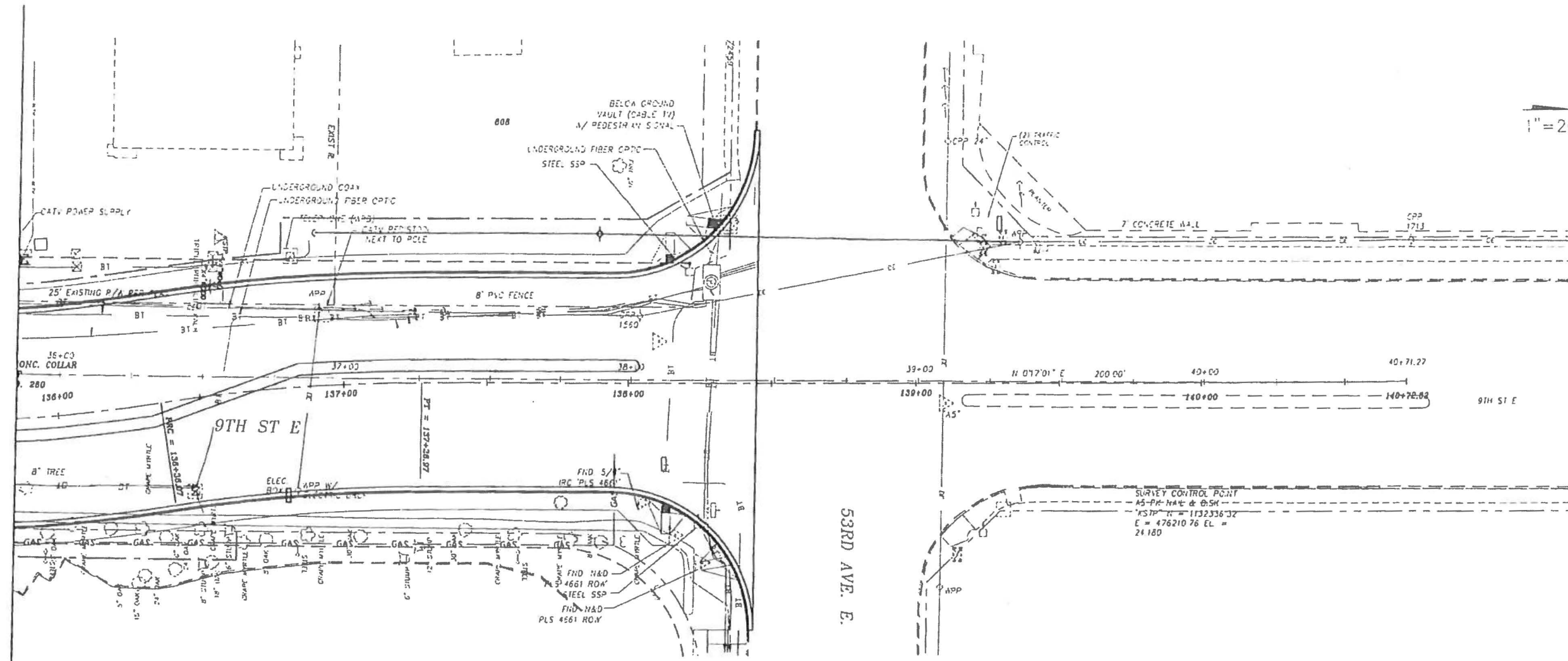
MANATEE COUNTY GOVERNMENT

Keith and Schnars, P.A.
 ENGINEERS - PLANNERS - SURVEYORS

DESIGNED BY	NAME	DATE
JEH	JEH	9/05
DRAWN BY	EW	9/05
CHECKED BY	JEH	9/05

9TH ST E-4 LANE
LIGHTING PLAN
 MANATEE COUNTY, FLORIDA

1" = 20'



REVISIONS

Date	By	Description	Date	By	Description

MANATEE COUNTY GOVERNMENT

Keith and Schnars, P.A.
 ENGINEERS - PLANNERS - SURVEYORS
 2225 Citrus Park Rd., Suite 7, Lakewood, FL 33411, Tel: 888-844-8777
 Certificate of Registration No. 013397

NAME	DATE
DESIGNED BY: JEH	9/05
DRAWN BY: EW	9/05
CHECKED BY: JEH	9/05

DATE	

9TH ST E-4 LANE
LIGHTING PLAN
 MANATEE COUNTY, FLORIDA