

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Le Nguyen, P.E., Town Engineer 954-797-1114

PREPARED BY: Le Nguyen, P.E., Town Engineer 954-797-1114

SUBJECT: Resolution

AFFECTED DISTRICT: 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN FPL AND THE TOWN OF DAVIE FOR AN ENERGY AND MAINTENANCE AGREEMENT FOR THREE (3) STREETLIGHTS ON SW 9 STREET FOR ORANGE PARK. (not budgeted - \$511.50)

REPORT IN BRIEF: Residents have requested the installation of three streetlights for Orange Park for safety issues. Engineering Division met with FPL representative on site and FPL has agreed to provide and install the requested streetlights for the safety of the residents and improving traffic circulation during nighttime. There are no streetlights on SW 9th Street at the present time. This agreement is for the Town of Davie to accept the responsibility of the cost for energy and maintenance of the new streetlights.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? No

If no, amount needed: \$511.50 annual

What account will funds be appropriated from: 001-0703-541-4301 Street Lighting Utility Services.

Additional Comments: Note that the above amount includes the 8% FLP increase for 2008 and 11% increase for 2009.

RECOMMENDATION(S): Approval of Agreement

Attachment(s): Street Lighting Agreement, cost, letter from residents, map locations of lights

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN FPL AND THE TOWN OF DAVIE FOR AN ENERGY AND MAINTENANCE AGREEMENT FOR THREE (3) STREETLIGHTS ON SW 9 STREET FOR ORANGE PARK.

WHEREAS, it is of mutual benefit to the residents of the Town of Davie to illuminate the trafficways by installation and maintenance of street lighting systems; and

WHEREAS, the agreement provides for the installation, the energy and maintenance of the new FPL approved streetlights for Orange Park.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor and Town Administrator to enter into an agreement between FPL and the Town of Davie for an Energy and Maintenance Agreement for streetlights for Orange Park.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

R

MAYOR/COUNCILMEMBE

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.



FPL Account Number: **26786-54886**
 FPL Work Order Number: _____

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **Town of Davie** (hereinafter called the Customer), requests on this **21** day of **July, 2008**, 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) **Install 3 (70W 6300 Lumen SCH) 35' Concrete Poles**, 1. Between 920 SW 133rd Terrace and 12241 SW 9th Street. 2. Between addresses 13390 and 13380 on SW 9th Street 3. Between 13441 SW 9th Street and 13440 SW 9th Street located in **Davie/Broward**, 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
6300	SCH	3			

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
Concrete	3		

<u>Conductors Installed</u>	<u>Conductors Removed</u>
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): **Davie will be responsible for any and all trenching /boring for this project.**

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 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:

- 7. 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:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. 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:

Town of Davie
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

J. R. Rynning, Jr.
(Print or type name)

Title: _____

Title: Governmental Account Manager



Teena Kibler /Davie
07/17/2008 04:27 PM

To Teena Kibler/Davie@Davie
cc
bcc
Subject Orange Park Lighting Cost

The monthly charge does not take into consideration the up-coming fuel increase and the rates are not effective till August . But my best guess , in the ball park would be an increase of an overall 8 % the balance of this year beginning August Then an additional 9-11 % in 2009 .

**As Billed Rate
Factors of 05/01/2007

	Basis	Factor	Charge
Enter Quantity	3		
Enter Lamp Wwattage	70		
KWH/Mo. Estimate (per street light)	29		
Pole Charge (enter 0 or select code below)		3.6	\$ 10.80
Street Light Charge (select code below)		5.68	\$17.04
Fuel Charge	87	0.06110	\$5.32
Conservation Charge	87	0.00071	\$0.06
Environmental Charge	87	0.00019	\$0.02
Capacity Charge	87	0.001750	\$0.15
Storm Charge	87	0.001600	\$0.14
FPL Amount			\$ 33.53
Gross Receipts Tax	\$ 33.53	2.5641%	\$0.86
Subtotal			\$34.39
Enter Franchise Charge	\$34.39	6.022%	\$2.07
Total Monthly Amount			\$36.46

Regards,

Ray Rynning
Governmental Account Manager
Central Broward Office
Cell: 954-275-1526
Office: 954-321-2259
Fax:954-321-2173
Bpr: (800) 447-2433 #7809
eMail: ray_rynnning@fpl.com
▼ Ray Rynning

Michelle Lind
13430 SW 9th St.
Davie, Fl. 333325
(954) 476-6169

Mike Jardos
13420 SW 9th St.
Davie, Fl. 33325
(954) 558-8365

Mr. Michael Mungal, E.I.T.
Assistant Town Engineer
Town Of Davie
6591 Orange Dr.
Davie, FL. 33314

6/25/08

Dear Mr. Mungal,

As per your verbal request I have gone around the neighbor hood by myself, Mike works 2-3 jobs and doesn't have time to help, and obtained the signatures you requested. It has taken much effort and time to keep going back to peoples houses in order to find them home to obtain said signatures. I tried to get them to put their phone numbers, print their names, put their address and sign their name, on all on one line, but once one person deviated from the system others followed suit and I wound up having to use 2 pages.

Since the last time I wrote you, someone tried to break into a car in the middle of the block and the residents wound up spending \$200.00 to have outside lighting installed that stays on all night. This doesn't include the extra expense on their electric bill to run said lights.

We hope this will suffice in obtaining the much needed lights and dead end signs. Please keep me posted. My cell phone # is 954 850 8013, please don't hesitate to contact me if anything further is needed. Thank you for your help, time and trouble.

Sincerely,


Michelle Lind

ORANGE PARK LIGHTING PETITION

3/10/2 Dear Town of Davie,

as per your request we the undersigned are requesting street lights ^{& dead end signs on 133 Ter} on 9th St.

476-6169 Michelle Lind Michelle Lind 13430 S.W. 9th St.

472-2087 Kathy Guenbaum 13440 S.W. 9th St

588-0536 Joyce Andrews 13401 S.W. 9th St

473-9639 Jerry Finell 13370 SW 9th St.

13360 SW. 9th St. Empty House.

424-1991 Lisa Syora 13350 SW 9th St

676-9113 Amy Somerville 920 S.W. 133RD Ter

910 SW 133RD Ter Empty House

13341 SW 9 St Davie FL 33325 Angelia Loman e

13351 S.W. 9th St Empty Lot

954-24-3512 Marie Hildebrand

13361 S.W. 9th St. Marie Hildebrand

13370 S.W. 9 St. Jerry Finell

Mary E. Finch

13440 SW 9th St

Davie, FL 33325 954-423-4092

Lots of people living here.

13381 S.W. 9th St. Mexicans no English probably illegal immigrant

(Mike & Mark Fisher)

13431 S.W. 9th St

(Jerry Hernandez

13410 SW 9 St Davie FL 33325

(954) 476-3087

(David Benedict

13400 SW 9th St.

DAVIE FL 33325

(Ambroine McPherson

13411 SW 9th St.

Davie, FL 33325

ORANGE PARK LIGHTING PETITION

Pg 2 of 2 Street Lights & Dead End Signs (cont)

754-214-4165 LINDA DELANEY 13471 SW 9th ST DAVIE, FL 33325 Ronda Delaney

954 914 4004 MIKE JGDOS 13420 SW 9th ST FL 33325 Mike JGDOS

954-472-4460 MITZI CLARK 13441 S.W. 9th ST. DAVIE, FL 33325 Mitzi Clark

754 472-2131 ALVIN CLARK 13281 SW 8th ST DAVIE FL 33325 Alvin Clark

954-305-0670 Diane Greenhauff 13391 SW 9th ST DAVIE, FL 33325 C. Clark

305 458 0964 Pablo J. Masis 13371 SW 9th ST, DAVIE, FL 33325 Pally Masis

954-547-9791 SCOTT A. KIRBY 13751 SW 9th ST DAVIE FL 33325

(954) 335-9329 STEPHEN P. PUFFER 13331 SW 9th ST DAVIE FL 33325

954) 608-2588 JOE D. GIOVANNI 13350 SW 8th ST, DAVIE FL 33325

