

MEMORANDUM

To: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Rumrell
Commissioner Samora

From: Max Royle, City Manager 

Date: December 23, 2019

Subject: Additional Streetlights: Request for Approval of Two Agreements with Florida Power and Light

BACKGROUND

This topic concerns adding streetlights to State Road A1A and to A1A Beach Boulevard.

Attached (pages 1-2) is a memo from the Public Works Director, in which he explains the topic in more detail and shows the locations of the additional streetlights. All the new lights will be LEDs.

Also, attached are two agreements: pages 3-6 is the agreement for the seven additional lights along SR-A1A; and pages 7-10 is the agreement for the 12 additional lights along the Boulevard.

ACTION REQUESTED

It is that you approve each agreement.

Max Royle

From: Tadzia Alexander <tadzia@thealexanderlawfirmllc.com>
Sent: Monday, December 2, 2019 3:34 PM
To: Max Royle
Subject: Deborah Sue Walker Living Trust/Len Trinca

12-02-19

RE: Deborah Sue Walker Living Trust/Len Trinca
Conditional Use Permit Application

Dear Mr. Royle:

I am unable to attend the City Commission Meeting of December 2, 2019. I have reviewed the request by Deborah Sue Walker Living Trust/Len and Rene Trinca, the owners of the property located between E Street and F Street on the westside of A1A Beach Blvd. I have no objection to their request for a conditional use permit authorizing single family homes to be built on the said property. Please convey my support to the Commission.

I thank you for your time and assistance.

Sincerely,

Tadzia Alexander
112 F Street
St. Augustine, FL 32080
(904) 824-9788 telephone
(904) 824-6902 facsimile
tadzia@thealexanderlawfirmllc.com

MEMORANDUM

Date: December 23, 2019

To: Max Royle, City Manager

From: William Tredik, P.E., Public Works Director

Subject: Approval of Additional Streetlights

Background

The City of St. Augustine Beach currently has an agreement with Florida Power and Light (FPL) to provide and maintain three hundred and fifty-eight (358) streetlights within the city for a monthly cost of \$3,340. Several areas within the city, however, remain poorly lit and require additional lighting to improve public safety. The City Police Department and Public Works Department have coordinated with FPL on improving illumination in several poorly lit, but heavily travelled areas, and have identified the need for nineteen (19) new streetlights in locations shown in Figure 1.



Figure 1 – Proposed New Streetlight Locations

The proposed new streetlight locations include:

- Seven (7) locations along S.R. A1A south of City Hall, including:
 - Police Station entrance
 - Pyrus Street
 - Florida Avenue
 - Acacia Street
 - Serenity Bay Boulevard
 - Sevilla Street
 - Madrid Street
- Twelve (12) locations along A1A Beach Boulevard, including:
 - Intersection of Pope Road and A1A Beach Boulevard (3)
 - Embassy Suites hotel (1)
 - Salt Life restaurant (1)
 - Pier Park crosswalk (2)
 - Intersection of 13th Street and A1A Beach Boulevard (2)
 - Intersection of 7th Street and A1A Beach Boulevard (1)
 - Intersection of A Street and A1A Beach Boulevard (1)
 - Whispering Oaks entrance at A1A Beach Boulevard (1)

Discussion

The additional 19 streetlights will illuminate poorly lit areas along A1A Beach Boulevard and S.R.A1A and provide improved public safety for pedestrians and bicyclists. The anticipated annual City cost for the additional streetlights is approximately \$200 per month. Some of these costs will be mitigated by the future conversion of other city streetlights to LED fixtures.

In order to proceed with the work, the following LED Lighting Agreements require execution by the city:

- LED Lighting Agreement for the 7 new streetlights on S.R. A1A
- LED Lighting Agreement for the 12 new streetlights on A1A Beach Boulevard

Recommendation

Authorize the City Manager to execute the required LED Lighting Agreements and proceed with the installation of 7 new streetlights on S.R. A1A and 12 new streetlights on A1A Beach Boulevard.



FPL Account Number: **8061507532**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, CITY OF ST AUGUSTINE BEACH (hereinafter called the Customer), requests on this 19th day of November, 2019, 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 lighting facilities at (general boundaries) Streetlights, located in Saint Augustine Beach, Florida.

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

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement				

- (1) All new conductor installed is in conduit and billed as Not Under Pavement

<u>Fixtures</u> ⁽²⁾

[illegible]

(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/partner/builders/lighting.html

- (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:

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

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. 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 Lighting System.
6. 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 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 lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of 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 lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. 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

12. In the event 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 fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. 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.
14. 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.
15. **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.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. 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 now 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:

CITY OF ST AUGUSTINE BEACH
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Scot Thrapp
(Signature)

Scot Thrapp
(Print or type name)

Title: Sr. Sales Rep



FPL Account Number: **8061507532**

FPL Work Request Number: _____

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Not Under Pavement				

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(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/partner/builders/lighting.html

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6. 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 lighting facilities.

IT IS MUTUALLY AGREED THAT:

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14. 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.
15. **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
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17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. 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 now 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:

CITY OF ST AUGUSTINE BEACH
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Scot Thrapp
(Signature)

Scot Thrapp
(Print or type name)

Title: Sr. Sales Rep