

RESOLUTION NO. 89-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FLORIDA POWER & LIGHT FOR THE INSTALLATION OF LED LIGHTING AT VARIOUS LOCATIONS IN THE TOWN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park is committed to modernizing its lighting infrastructure in the Town to increase its energy efficiency and reduce costs for its residents and businesses; and

WHEREAS, Florida Power & Light (FPL) has proposed an agreement to install and convert the existing lighting infrastructure within the Town and convert it to LED lighting at various locations throughout the Town of Lake Park; and

WHEREAS, the Town Commission has determined that entering into this agreement with FPL will be of benefit to the Town's residents and businesses.

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

Section 1. The Town Commission of the Town of Lake Park, Florida, agrees to the terms and conditions contained in the agreement proposed by FPL for conversion and installation of LED lighting in various areas of the Town (the Agreement), a copy of which is attached hereto and incorporated herein by reference as Exhibit "A". The Town Commission hereby authorizes and directs that the mayor to execute the Agreement to FPL. The Town Clerk is directed to deliver a certified copy of the executed Agreement to FPL.

Section 2. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Thomas, who moved its adoption. The motion was seconded by Commissioner Taylor 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 89-11-24 duly passed and adopted this 6 day of November, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: Roger D. Michaud
ROGER D. MICHAUD
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

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



FPL Account Number: 142722439

FPL Work Request Number: _

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Town of Lake Park (hereinafter called the Customer), requests on this 10th day of October, 2024, 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) V/O 10 Ct and Northern Dr, Polar Dr, West Rd, Bayberry Dr, 3rd St., located in Lake Park, Florida.

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

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
LED Roadway	93	12000	3000	4	
HYBRID Component H600235					4
LED Roadway	59	7500	3000	6	
LED ATBM	118	15453			6

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Remove existing and replace with new LED fixtures.

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 monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 5,290.70 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. 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.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. 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.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way 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. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. 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 ten (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.
15. 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 original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. 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.
17. 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.
18. 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.
19. 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.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. 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:

Town of Lake Park

FLORIDA POWER & LIGHT COMPANY

Customer (Print or type name of Organization)

By: 
Signature (Authorized Representative)

By: 
(Signature)

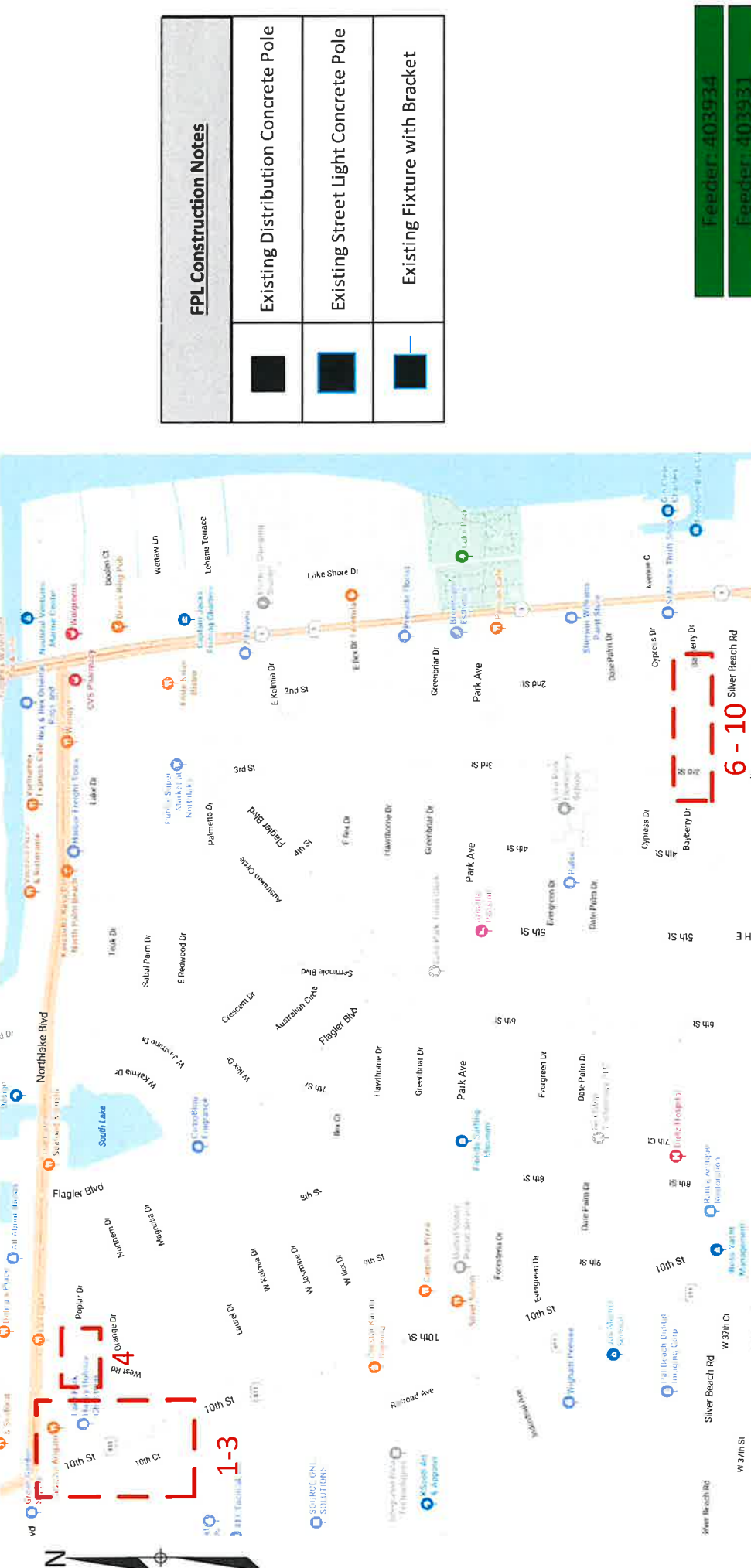
Roger Michaud
(Print or type name)




Gladys A. Reyes
(Print or type name)

Title: Mayor

Title: Sr. LED Representative

INACCESSIBLE 13 KV FUTURE 23 KV 23 KV SALT SPRAY



FPL Construction Notes	
	Existing Distribution Concrete Pole
	Existing Street Light Concrete Pole
	Existing Fixture with Bracket

Feeder: 403934
Feeder: 403933

NO EXISTING UTILITIES SHOWN IN THIS AREA UNLESS SPECIFICALLY NOTED TO THE CONTRARY BY THE FIELD ENGINEER OR THE PROJECT DESIGNER.

AS-BUILT CREW PRINT



DATE: 07/18/24

PROJECT: FPL

DESCRIPTION: CNV - Town of Lake Park
INSTALL 10 Lights
V/O 10th Ct and Northern Dr / Poplar Dr and West Rd / Bayberry Dr and 3rd St, Lake Park, FL 33403

DESIGNED BY: Melissa Leyva
DRAWN BY: ML
CHECKED BY: ML
DATE: 07/18/24

RURAL LOCATION SEC. #1# S, RGE. #1# E.
SCALE: N.T.S. ST. LT. MAP NO. MAP# Pri Map No. XXXXX
WR XXXXXXXX M/A XX

Product summary					
Symbol	Description	Watts	Color Temp	Lumens	Quantity
	ROADWAY	59W	3000K	7,500L	6
	ROADWAY	93W	3000K	12,000L	4

INACCESSIBLE 13 KV FUTURE 23 KV 23 KV SALT SPRAY



Feeder: 403934

AS-BUILT DRAWING PRINT		DATE		TOWN/PROJECT		DATE		JOB NO.		JOB DATE	
ISSUED FOR:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SWD?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SWD?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mfr?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	AS-BUILT COPY	DATE
City	WMD	County Rd.	RR Xing	County Air	DR. Dist.	State Road	Transm.	FAA			
Requester Tr. Co. Set Price?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requester Tr. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requester Tr. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requester Tr. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requester Tr. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
POLE LINE FEET	0'	Map Posting?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Map Posting?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Map Posting?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Map Posting?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
SCALE:	N.T.S.	SCALE:	N.T.S.	SCALE:	N.T.S.	SCALE:	N.T.S.	SCALE:	N.T.S.		
DESIGNED BY:	Melissa Leyva	CHECKED BY:	ML	DATE:	07/18/24	DATE:	07/18/24	DATE:	07/18/24		
DRAWN BY:	ML	DRAWN BY:	ML	DWG. NO.:	3 OF 4	DWG. NO.:	3 OF 4	DWG. NO.:	3 OF 4		
RURAL LOCATION SEC.:	*#* TWP. *#* S. RGE. *#* E.	RURAL LOCATION SEC.:	*#* TWP. *#* S. RGE. *#* E.	RURAL LOCATION SEC.:	*#* TWP. *#* S. RGE. *#* E.	RURAL LOCATION SEC.:	*#* TWP. *#* S. RGE. *#* E.	RURAL LOCATION SEC.:	*#* TWP. *#* S. RGE. *#* E.		
PRI. MAP NO.:	XXXXXX	PRI. MAP NO.:	XXXXXX	PRI. MAP NO.:	XXXXXX	PRI. MAP NO.:	XXXXXX	PRI. MAP NO.:	XXXXXX		
PRI. MAP NO.:	M/A	PRI. MAP NO.:	M/A	PRI. MAP NO.:	M/A	PRI. MAP NO.:	M/A	PRI. MAP NO.:	M/A		

Construction Notes:
 FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown.
 LOC 4: Remove existing ATBM – 118W LED Fixture – and – Install 1 – ROADWAY 93W – 12,000L – 3000K LED Fixture on existing Concrete Pole.
 -CHECK VOLTAGE – CONVERT 480V to 120V or 240V
 On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
 -Verify fixture is working correctly after installation. Check 120V to terminal blocks.
 -Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

INACCESSIBLE 13 KV FUTURE 23 KV 23 KV SALT SPRAY



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown.
 LOC 5 & 10: Remove existing ATBM – 118W LED Fixture – and – Install 1 – ROADWAY 59W – 7,500L – 3000K LED Fixture on existing Concrete Pole.
 LOC 6 – 9: Remove existing ROADWAY 93W – and - Install 1 – ROADWAY 59W – 7,500L – 3000K LED Fixture on existing Concrete Pole.

'CHECK VOLTAGE – CONVERT 480V to 120V or 240V'
 On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
 -Verify fixture is working correctly after installation. Check 120V to terminal blocks.
 -Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403931

AS-BUILT DREW PRINT DATE: _____ PROJECT NO.: _____		DATE: _____ PROJECT NO.: _____	
FPL V/O 10th Ct & Northern Dr / Poplar Dr & West Rd / Bayberry Dr and 3rd St, Lake Park, FL 33403		FPL V/O 10th Ct & Northern Dr / Poplar Dr & West Rd / Bayberry Dr and 3rd St, Lake Park, FL 33403	
City: WMD County: WMD State: FL	County Rd: _____ RR XING: _____ DR. DIST: _____ State Road Transm. No. Allocation Per: _____	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> CT/Spec. Mat? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date: _____ Date: 07/18/24 Dwg No. 4 OF 4
POLE LINE FEET: 0' POLE LINE FT. ON TRANSM. POLES: _____ TRENCH FT.: _____	DUCT BANK FT.: 0' TRENCH FT.: _____	Rural Location Sec. *** \$, RGE. *** E. SCALE: N.T.S. SL. LT. MAP NO. MAPH Pri. Map No. M/A	Designated by: Melissa Reyes Drawn by: ML Check by: _____ Rural Location Sec. *** \$, RGE. *** E. SCALE: N.T.S. SL. LT. MAP NO. MAPH Pri. Map No. M/A
Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Map No. _____	