



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager

Genaro "Chip" Iglesias

DATE: October 9, 2007
TO: Honorable Mayor and Members of the Village Council
FROM: Genaro "Chip" Iglesias, Village Manager
RE: Grapetree Drive Street Lighting Project

RECOMMENDATION

It is recommended that the Village Council approves the agreement submitted by Florida Power and Light for the Grapetree Drive Lighting Project in the amount of seventy four thousand two hundred fifty two dollars (\$74,252.00), attached hereto.

BACKGROUND

On May 15th, 2007, Council approved to provide Florida Power and Light a deposit in the amount of \$775.00 as per their Non-Binding Cost Calculations proposed in the amount of thirty eight thousand, seven hundred sixty dollars and seventy cents (\$38,760.70).

On May 22nd, 2007, Council waived the bidding process for the installation of the street lighting equipment on Grapetree Drive in the amount not to exceed fifty thousand dollars (\$50,000.00) pursuant to the resolution number 2007-23.

The funding for this project, in the amount of one hundred thousand dollars (\$100,000.00), was set aside during the budgeting process in September 2006, under Capital Improvements.

cc: Randy White, Village Finance Director
David M. Wolpin, Esq., Village Attorney

RESOLUTION NO. 2007- _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONCERNING STREET LIGHTING FOR GRAPE TREE DRIVE (THE "PROJECT"); AUTHORIZING THE PROJECT; AUTHORIZING AGREEMENT BETWEEN THE VILLAGE AND FPL FOR DESIGNING, SUPPLYING AND INSTALLING STREET LIGHTING EQUIPMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for the installation of equipment and related services (the "Equipment") for public street lighting, upon public right-of-way at Grape Tree Drive which right-of-way is owned or controlled by the Village; and

WHEREAS, it is necessary to expeditiously proceed with the procurement and installation of the Equipment by FPL; and

WHEREAS, any Village competitive bidding procedures for the Project may be waived by the Village Council pursuant to Village Code Section 2-85 upon the Council finding, as is hereby found, that it is impractical to apply such competitive bidding procedures in light of the need to expeditiously complete the installation of the Equipment, and of the unique ability of FPL to design, install and provide the Project facilities and that public bidding is not otherwise mandated by state law; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to proceed as indicated in this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Work Authorized, Specification of Funds.

A. That the Project is hereby approved and authorized, subject to the condition that the cost shall not be more than Seventy Four Thousand, Two Hundred Fifty Two (\$74,252.00) Dollars.

B. That the fund amount and source for the Project is hereby authorized and approved as described in the Village Manager's memorandum which accompanies this Resolution.

Section 3. Agreement Approved. That the Village Manager is hereby authorized to negotiate and enter into an Agreement with FPL for the accomplishment of the Project (the "Agreement") in a form and substance approved by the Village Attorney, which is consistent with the standard format routinely used by the Village for such purpose and is consistent with the requirements of this Resolution, and such Agreement is hereby approved, subject to approval of the Village Attorney as to form and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take any and all action which is necessary to fully implement the purposes of this Resolution, the Agreement and the Project transaction.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ___ day of ____, 2007.

ROBERT VERNON, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney

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Payment Coupon

/610101200004221230000753933002524700082010101

General Mail Facility
Miami, FL 33188-0001

B 01012 0000753933 8 2 01 01 01
Please mail this portion with your check

Cust. No.: 422123		Inv. No.: 753933	
This Month's Charges Past Due After		Amount Due This Invoice 74,252.00	

Make check payable to FPL in US funds and mail payment to address t

VILLAGE OF KEY BISCAYNE

88 W MCINTYRE
KEY BISCAYNE FL 33149

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Florida Power & Light Company

Federal Tax ID#: 59-0247775

INVOICE

Customer Name and Address

VILLAGE OF KEY BISCAYNE

88 W MCINTYRE
KEY BISCAYNE FL 33149

Customer Number: 422123

Invoice Number: 753933

Invoice Date: 10/04/2007

B 01012 0000753933 8 2 01 01 01
Please Retain This Portion for your Records

CURRENT CHARGES AND CREDITS

Customer No: 422123 Invoice No: 753933

DESCRIPTION	QUANTITY	PRICE	AMOUNT
PL-PREM LIGHTING LUMP SUM>\$10K WR#2814619 FACILITY CHARGE LUMP SUM MINUS ENGR DEP\$775 GRAPETREE DSL	1	74,252.00	74,252.00
For Inquiries Contact: A OLIVER Phone: (800) 847-5484		Total Amount Due	\$74,252.00
		This Month's Charges Past Due After	

Messages

FPL Account Number: 02635-62480
 FPL Work Order Number: 2814619

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, Village of Key Biscayne
 (hereinafter called the Customer), requests on this 4th day of October 2007, 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 premium lighting facilities at (general boundaries):
V/O Grapetree Drive

located in _____, Florida.
 (city/county)

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

Lights Installed			Lights Removed		
Fixture Rating (In Lumens)	Fixture Type	# Installed	Fixture Rating (In Lumens)	Fixture Type	# Removed
14,000 Lumens MH 175 Watt	Acorns				

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
Woodlight 18 foot Concrete Pole	1		

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

Total work order cost is \$64,651.00

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

(Continued on Sheet No. 9.121)

Issued by: **S.E. Romig, Director, Rates and Tariffs**
 Effective: **March 7, 2003**

(Continued from Sheet No. 9.120)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
4. 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 Premium Lighting System.
5. 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 premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium 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 Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium 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 premium lighting facilities.
8. 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.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. 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. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer has elected to pay for these facilities as described in this Agreement by either paying
 - a. a lump sum of \$ 74,257.00 in advance of construction, (reflects deposit already given for \$775.00) or,
 - b. \$ N/A per month for a period of (10) ten years, or
 - c. \$ N/A per month for a period of (20) twenty years.
12. The monthly Maintenance Charge is \$335.60. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$ None. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.122)

(Continued from Sheet No. 9.121)

- 14. 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.
- 15. 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.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
- 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. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. 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.

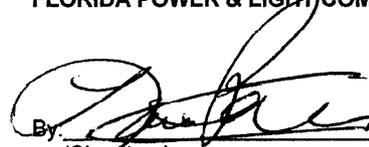
IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Village of Key Biscayne
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: 
(Signature)

Lou Perez

(Print or type name)

(Print or type name)

Title: _____

Title: MAJOR CUSTOMER MANAGER