

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: May 16, 2017 [] Consent [X] Regular
[] Workshop [] Public Hearing
Department: Engineering & Public Works
Submitted By: Engineering & Public Works
Submitted For: Traffic Division
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I. EXECUTIVE BRIEF

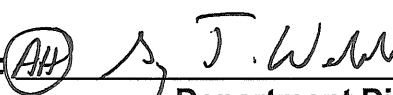

Motion and Title: Staff recommends motion to approve:

- A) The 2017/2018 street lighting schedule involving capital expenditures of \$297,000 in FY 2017/2018 and an annual operating cost of \$106,000 for future years for six proposed systems;
- B) Two standard statewide Florida Power & Light Company (FPL) agreements for LED lighting projects;
- C) Authorization of County Administrator or designee to execute future FPL agreements for each of the street lighting projects; and
- D) Staff to study street light LED conversion and maintenance transfer to Lake Worth Utilities (LWU) of the 155 Palm Beach County (County) installed and maintained high pressure sodium street lights within the LWU service area.

SUMMARY: Six projects are recommended for installation, totaling an estimated 605 new street lights for arterial and intersection approach lighting. Exhibit A includes the list of six projects for final design and construction and a provision for various isolated lights. The SR7 Extension project will be constructed by the Florida Department of Transportation (FDOT) and the County will then become the maintaining agency in accordance with our existing State Highway Lighting, Maintenance, and Compensation Agreement. All new projects shall utilize LED components whenever possible. Staff will study future street light LED conversion and maintenance transfers to LWU (LED conversion options, costs and process of transfer). Staff will also initiate discussions relating to a joint project with the City of Greenacres for lighting Haverhill Road from Lake Worth Road to Lantana Road which has intermittent municipal and unincorporated limits. Funding will be determined after the studies are completed. As shown in Exhibit A, capital expenditures for the six projects and various isolated lights are estimated to cost \$297,000 in FY 2017/2018. Isolated lights will be installed based on previously approved Board criteria. Our current Street Lighting Program will have operating expenses totaling \$2,500,000 in FY 2017/2018. Therefore, with the additional \$297,000 in capital costs expected, the total expenditures estimated for FY 2017/2018 is \$2,797,000. An additional \$106,000 is estimated for operation and maintenance in FY 2018/2019 for the newly proposed projects, bringing the expected FY 2018/2019 operating expenses to \$2,706,000. (continued on page 3)

Attachments:

- 1. Location Map
- 2. Exhibit A – FY 2017/2018 Street Lighting Schedule
- 3. Exhibit B – FPL Premium Lighting Agreement
- 4. Exhibit C – FPL LED Lighting Agreement

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Recommended By:  4/20/17
Department Director Date
Approved By:  5/10/17
Assistant County Administrator Date

SUMMARY: (Continued from page 1)

Annual operating costs for 2017/2018 (est.)	\$ 2,500,000
New make ready (capital)	+ \$ 297,000
Estimated budgets needs 2017/2018	\$ 2,797,000

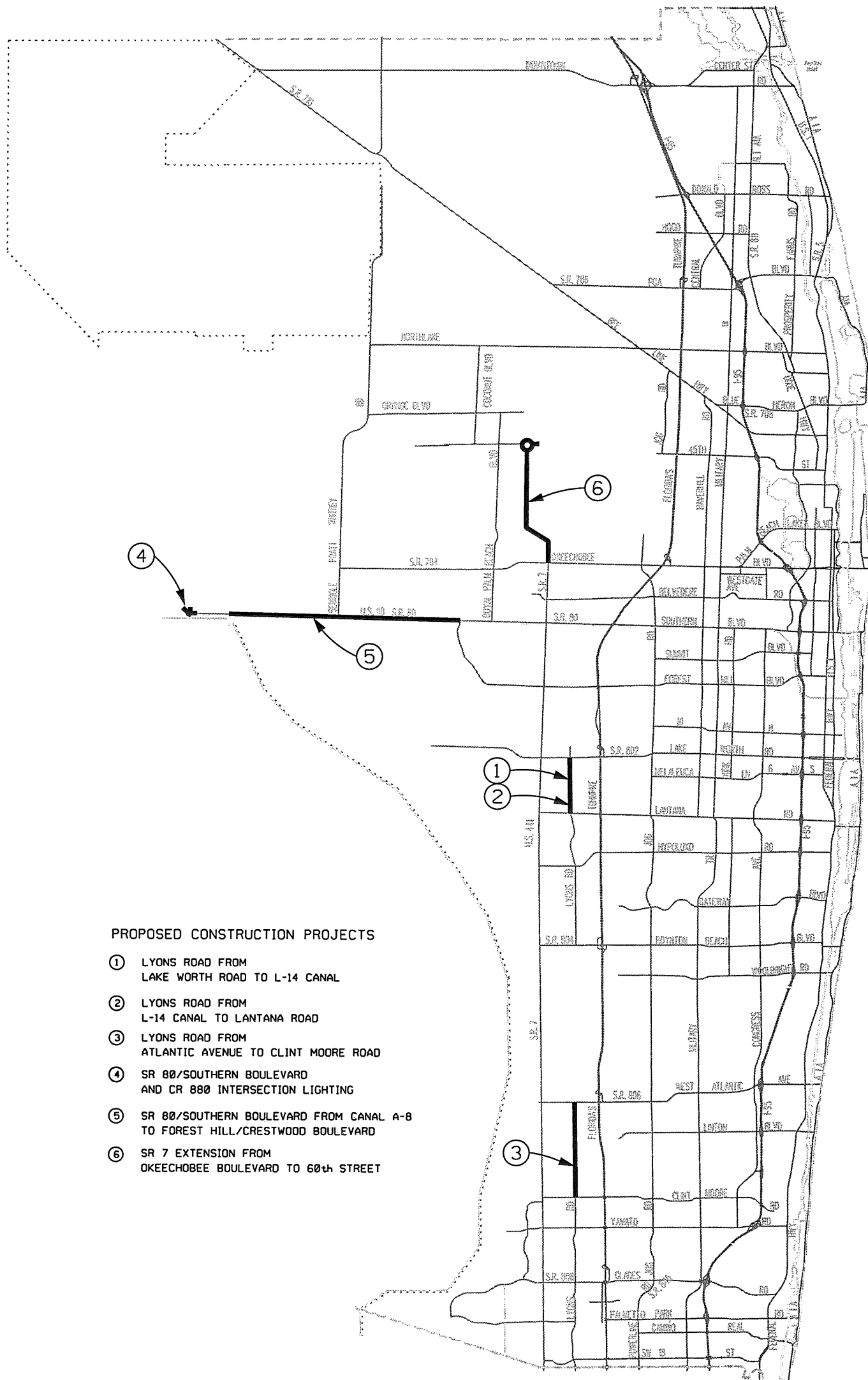
AND

Annual operating costs by 2018/2019 (est.)	\$ 2,600,000
Future operating of newly proposed projects	+ \$ 106,000
Estimated ongoing future operating costs	\$ 2,706,000

The Engineering Department recommends a one-time approval of two standard statewide FPL agreements, and requests authorization be granted to the County Administrator or designee to sign future FPL agreements for each project. COUNTYWIDE (LBH)

Background and Policy Issues: In accordance with the County Street Lighting Policy, the Traffic Division has prepared the attached list of locations proposed for design and construction of LED lighting for the BCC's consideration. Current policy states that only a minimum of four lane thoroughfare roads within unincorporated areas can be lit. The Traffic Division recommends six projects for design and construction at an estimated cost of \$287,000 plus an estimated \$10,000 in funding for isolated street lights, in accordance with policy requirements. With the addition of the estimated 605 street lights to the existing or committed 11,000 street lights, the total number of street lights in unincorporated Palm Beach County will be approximately 11,605.

PROPOSED STREET LIGHTING 2017-2018



PROPOSED CONSTRUCTION PROJECTS

- ① LYONS ROAD FROM LAKE WORTH ROAD TO L-14 CANAL
- ② LYONS ROAD FROM L-14 CANAL TO LANTANA ROAD
- ③ LYONS ROAD FROM ATLANTIC AVENUE TO CLINT MOORE ROAD
- ④ SR 80/SOUTHERN BOULEVARD AND CR 880 INTERSECTION LIGHTING
- ⑤ SR 80/SOUTHERN BOULEVARD FROM CANAL A-8 TO FOREST HILL/CRESTWOOD BOULEVARD
- ⑥ SR 7 EXTENSION FROM OKEECHOBEE BOULEVARD TO 60th STREET

LOCATION MAP

Exhibit A

PROPOSED STREET LIGHTING PROGRAM FY 2017-2018 FINAL DESIGN AND CONSTRUCTION PROJECTS							
LOCATION #	COMM DIST.	ARTERIAL	LIMITS	ESTIMATED NUMBER OF LIGHTS	DESIGN & MAKE READY ESTIMATE	ANNUAL OPERATING COSTS	TO BE INSTALLED BY
1	6	Lyons Road	Lake Worth to L-14 Canal	70	\$76,000	\$14,000	FPL
2	3	Lyons Road	L-14 Canal to Lantana Rd.	70	\$76,000	\$14,000	FPL
3	5	Lyons Road	W. Atlantic Ave to Clint Moore Rd (excludes section of L-37 to L-39 canals – private lighting systems)	140	\$135,000	\$28,000	FPL
4	6	SR 80/Southern Blvd	CR 880 (intersection approach lighting)	25	-0-	FDOT	FPL
5	6	SR 80/Southern Blvd	Canal A-8 to Forest Hill/Crestwood Blvd (intersection approach lighting)	60	-0-	FDOT	FPL
6	6	SR 7 Extension	Okeechobee Blvd to 60 th Street, and south of 'M' Canal (intersection approach lighting)	40	-0-	FDOT	FDOT
		Subtotal		405	\$287,000	\$56,000	
	County-wide	Isolated Street Lights – warranted per policy, FDOT upgrades (intersection, approaches, roundabouts)		200 lights	\$10,000	\$50,000	FPL upon PBC request
		Total funded by Street Lighting Program		605	\$297,000	\$106,000	

Updated April 20 2017

Exhibit B

FPL Account Number: _____
FPL Work Order Number: _____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____ (hereinafter called the Customer), requests on this _____ day of _____, _____, 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): _____

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
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Total work order cost is \$ _____

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

FLORIDA POWER & LIGHT COMPANY

**Sixth Revised Sheet No. 9.121
Cancels Fifth Revised Sheet No. 9.121**

(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 will pay for these facilities as described in this Agreement by paying
 - a. a lump sum of \$ _____ in advance of construction.
12. The monthly Maintenance Charge is \$ _____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$ _____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.122)

**Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 1, 2010**

FLORIDA POWER & LIGHT COMPANY

**Fifth Revised Sheet No. 9.122
Cancels Fourth Revised 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:

_____	FLORIDA POWER & LIGHT COMPANY
Customer (Print or type name of Organization)	
By: _____	By: _____
Signature (Authorized Representative)	(Signature)
_____	_____
(Print or type name)	(Print or type name)
Title: _____	Title: _____

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

FPL Account Number: _____

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____ (hereinafter called the Customer), requests on this ____ day of _____, _____, 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) _____, located in _____, Florida.

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

Poles				
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				

Underground Conductor				
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

(Continued on Sheet No. 9.141)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2017

Fixtures ⁽²⁾

Type (HPSV,MV,LED)	Manufacturer	Watts	Lumens	Color Temperature (LED Only)	Style	Existing Fixture Count (A)	# Installed (B)	# Removed (C)	New Fixture Count (A+B-C)

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

(Continue on Sheet No. 9.142)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2017

FLORIDA POWER & LIGHT COMPANY

Original Sheet 9.142

(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 \$_____ 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.

(Continue on Sheet No. 9.143)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2017

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.

(Continue on Sheet No. 9.144)

Issued by: **S. E. Romig, Director, Rates and Tariffs**
Effective: **March 7, 2017**

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:

Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

(Print or type name)

Title: _____

Title: _____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2017