

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Outdoor Security Light Agreement with Florida Power & Light for Lake
Monroe Wayside Park

DEPARTMENT: Administrative Services **DIVISION:** Facilities Maintenance

AUTHORIZED BY: Speed Thomas **CONTACT:** Rafael Fernandez **EXT.** 5279

Agenda Date: 7/25/06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the necessary agreement with Florida Power & Light for the additional security lighting at Lake Monroe Wayside Park.

BACKGROUND:

Lake Monroe Wayside Park currently has one (1) security light on a wooden pole. This light partially illuminates the boat ramp. The Parks Division contacted Facilities Maintenance and requested that additional light fixtures be installed. These additional light fixtures will provide better and safer illumination to the boat ramp, the pavilion, parking lot, and the park's entrance. Facilities Maintenance did a site visit with Florida Power & light (FP&L) to determine the feasibility of Park's request. FP&L has proposed to supply and install two (2) new 400 Watt directional light fixtures, and three (3) 200 Watt Cobrahead light fixtures.

The cost involved of this project is an increase in the monthly electrical utility fee. The current fee for the existing security light is \$11.84 a month (\$142.08 a year). The new fee will be \$68.25 a month (\$819.00 a year).

Staff Recommendation:

Staff request's Board approval for FP&L to enter the park's premises, supply, and install the above mentioned light fixtures, and increase the billing for this site from \$11.84 to \$68.25 a month. Staff recommends that the Board approve and authorize the Chairman to execute the attached agreement with Florida Power Light (FP&L).

Reviewed by: _____
Co Atty: [Signature]
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]

File No. CFM01

OUTDOOR SECURITY LIGHT AGREEMENT

Outdoor lights are for year-round outdoor security lighting of yards, walkways and other similar areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance. Company-owned luminaries normally will be mounted on Company's existing distribution poles and served from existing overhead wires.

The Company hereby agrees to supply and the Customer hereby agrees to receive and pay for all power, energy, and service required for the Outdoor Security Lights as listed on the request form and located at the address shown, in accordance with the Company's applicable Rate Schedule OL-1 and General Rules and Regulations for Electric Service, or any effective superseding and applicable rate schedule and rules and regulations in effect according to the Company's approved tariff for the terms of service specified below, and thereafter until canceled by either party.

The Customer hereby grants the Company the right to enter upon, occupy, and use such areas of the Customer's premises as are necessary to enable the Company to construct, install, operate, maintain, and repair said electric facilities which are Company-owned.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

At the Customer's request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaries are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the cost of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service without obligation or liability.

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

TERM OF SERVICE (Check One): 1 Year 3 Years

I (WE) agree to the terms and conditions above. I understand that the listed prices do not include tax, franchise, fuel capacity, conservation, & environmental charges.

CUSTOMERS SIGNATURE: _____ DATE: _____

FOR FPL: _____ DATE: _____