

TAB 17



City of Palmetto Agenda Item

Meeting Date

5/7/12

Presenter: Freeman/Barnebey/Burton

Department: CRA/City

Title:

Standard FPL Easment -5th Street

BACKGROUND:

Florida Power and Light requires an easment as noted per the attached drawing to make modifications to the electrical service for this project. The attached sketch shows the specifics of the new FPL service. The total cost to move FPL utilities for this project is \$23,167.73 and was paid for using the contingency of \$90,000. Please refer to the Monthly project update for more details about the contingency.

Budgeted Amount: \$90,000.00 **Budget Page No(s):** xx **Available Amount:** \$0.00 **Expenditure Amount:** \$23,167.73

Additional Budgetary Information: None at this time

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:** FY 11

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Move to authorize the Mayor to sign the 5th Street easement agreement with FP&L.

Staff Contact: Jeff Burton CRA Director

Attachments: Easement agreement and drawing.



City of Palmetto Agenda Item

Meeting Date

5/7/12

Presenter: Freeman/Barnebey/Burton

Department: CRA/City

Title:

Standard FPL Easment -Sutton Park

BACKGROUND:

Florida Power and Light requires an easment as noted per the attached drawing. An expense of \$13,756.30 has been charged to the contingency account approved by the City Commission. This easement allows for a ground transformer to be placed in Sutton Park so the overhead lines can be removed.

Budgeted Amount:	\$73,000.00	Budget Page No(s):	xx	Available Amount:	\$0.00	Expenditure Amount:	\$13,756.30
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Additional Budgetary Information: Cost to be paid out of approved contingency

Funding Source(s):		Sufficient Funds Available:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Budget Amendment Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Source:	Sutton Park CIP contingency
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City Attorney Reviewed:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Advisory Board Recommendation:	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> N/A	Consistent With:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
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Potential Motion/Direction Requested: Move to authorize the Mayor to sign the Sutton Park easement agreement with FP&L.

Staff Contact: Jeff Burton CRA Director

Attachments: Easement agreement and drawing.



Florida Power & Light Company

April 26, 2012

Stellar Development, Inc
9021 Town Center Parkway
Lakewood Ranch, FL 34202

RE: FPL Easement for Sutton Park at 1006 6th St W, Palmetto, Manatee County

Dear: Brian Ellis

Enclosed is the easement form required by FPL to provide electric service to the above referenced facility. Please complete the instrument according to the following instructions. DESCRIBE, EXECUTE and RECORD the easement and return a recorded copy to me. This easement needs to be returned to FPL prior to energizing your proposed facility. Failure to do so could delay the timely installation of your electric facilities.

Parcel I. D. #: Enter Parcel I. D. # in the upper left portion of the easement form.

Describe Easement:

Use the blank area in the middle of the form to describe the easement. If additional space is required, an Exhibit "A" attached as a 2nd sheet to the instrument may be used. Metes & bounds may be used but a center line description is most common. A pictorial view of the easement may also be attached as an Exhibit "A". Easements are usually 10ft in width, 5ft on either side of FPL facilities to be installed.

Signing and Witnessing:

- A. **For Individuals:** All persons shown on the deed must sign the easement. Enter date in space provided. Sign on the indicated lines on the right side in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The notary public may be one of the witnesses and if so must sign at the left in the space provided.
- B. **For Corporations:** Enter date in space provided. The President, or Vice-President and the Secretary or an Assistant Secretary sign on lines indicated on the right, filling in their title below, in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The corporate seal must be affixed adjacent to the officer's signatures.

Acknowledgements:

The notary public should legibly fill in all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in date, sign on line provided and affix seal adjacent to the signature of the notary public.

Record the Easement:

If there are any questions with regards to the easement, please call me prior to recording the easement. Have the easement Recorded at the Manatee County Courthouse, only the unaltered FPL standard easement form (form 3722) will be accepted by FPL.

If you have any questions, please call me at 941-723-4424.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Larry Russo', written in black ink.

Larry Russo
Construction Services



NOTIFICATION OF FPL FACILITIES

Customer/Agency: City of Palmetto
Developer/Contractor Name: Stellar Development, Inc
Location of Project: 1006 6th St W
FPL Representative: Larry Russo
Developer/Contractor Rep: Brian Ellis

Date of Meeting/Contact: April 5, 2011
Project Number/Name: Sulton Park Renovation
City: Palmetto
Phone: 941-723-4424
FPL Work Request No: WR4514696 / 4515909

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits.

The National Electrical Safety Code ("NEC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

- 1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, have a copy of and are familiar with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, before commencing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distance table:

Table with 2 columns: Power Line Voltages and *OSHA Minimum Approach Distance. Rows include voltage ranges (0-69,000 to 500,000 volts) and corresponding approach distances (10 to 18 feet).

- 4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Means by which this notification was provided to customer and/or contractor

Signature of FPL Representative: Larry Russo

Address

Date: 4/20/12

Customer/Developer/Contractor Representative Signature

Date

Work Request No. 4514696

Sec. 23, Twp 34 S, Rge 17 E

Parcel I.D. 2745000006
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: Larry Russo
Co. Name: Florida Power & Light
Address: 1253 12th Avenue East
Palmelto, FL 34221

pg 1 of 2.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

SEE ATTACHED EXHIBIT

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

(Corporate's name)

By: _____
(President's signature)

Print Name: _____

Print Address: _____

Attest: _____
(Secretary's signature)

Print Name: _____

Print Address: _____

(Corporate Seal)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, and _____ respectively the _____ President and _____ Secretary of _____, a _____ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____



PAYMENT COUPON

4115006400086800015001180001805670001375630

4,1,1500,640008,8800015001,1800018056,7,0001375630
Please mail this portion with your check

1800018056 1 of 1

PALMETTO CRA
715 4TH ST W
PALMETTO FL 34221

Cust. No.:6800015001		Inv. No.:1800018056	
Payment Due Upon Receipt		Amount Due This Invoice \$ 13,756.30	
Reference# D00004514696			

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

PALMETTO CRA
715 4TH ST W
PALMETTO FL 34221

Federal Tax Id.#: 59-0247776

Customer Number: 6800015001

Invoice Number: 1800018056

Invoice Date: 05/03/2012

4,1,1500,640008,8800015001,1800018056,7,0001375630
Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800015001 Invoice No: 1800018056

Description	Amount
PROVIDE 120/208V 3PH SVC-SUTTON PARK@1006 6TH ST W Reference# D00004514696	13,756.30
For Inquiries Contact: LARRY RUSSO 941 723-4424	Total Amount Due \$13,756.30 Payment Due Upon Receipt

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 20 day of April, 2012 by and between Stellar Development, Inc (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Sutton Park located in Palmetto/Manatee, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$13,756.30 (the total Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$0.00 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit A, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$13,756.30.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/208 volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.
If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.
Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.
6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

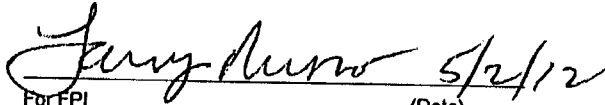
- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. 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 Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:


 For FPL (Date) 5/2/12

Accepted:

 Customer (Date)

 Witness (Date)

 Witness (Date)

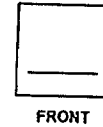
EXHIBIT "A"



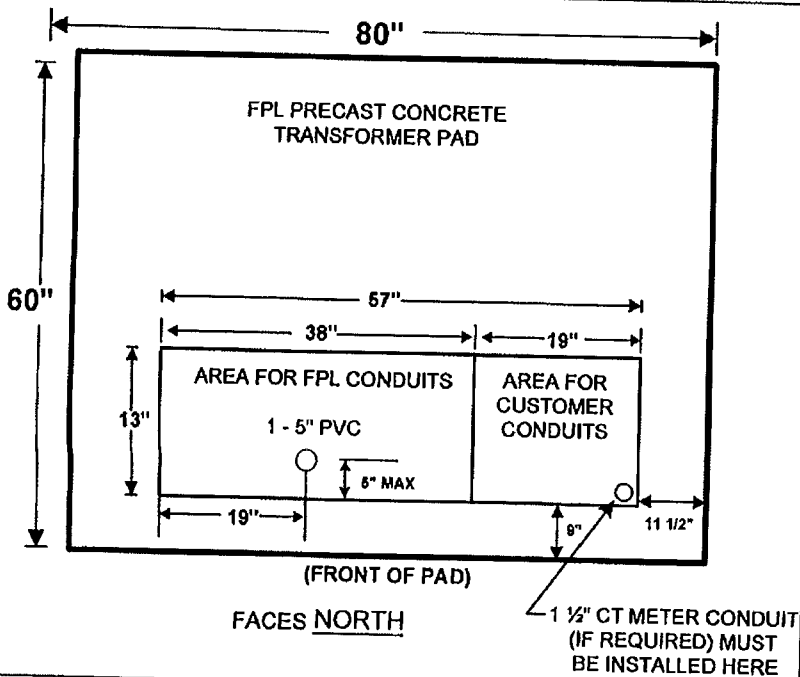
LOCATION SKETCH
(NTS)

SUTTON PARK
1006 6TH ST W

TRANSFORMER SYMBOL

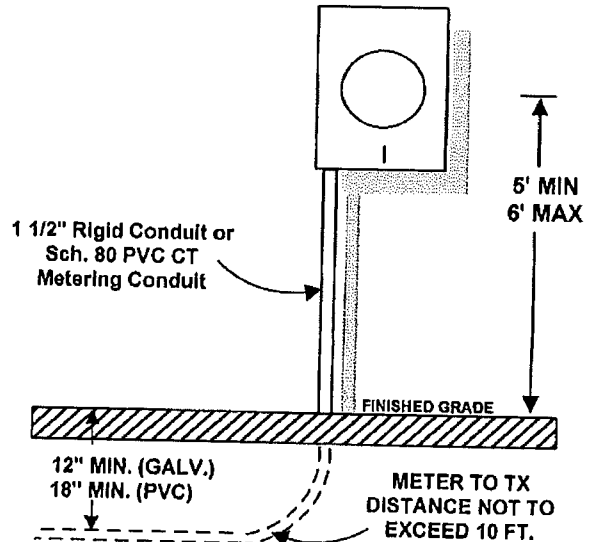


TRANSFORMER PAD DETAIL



METERING EQUIPMENT & LOCATION

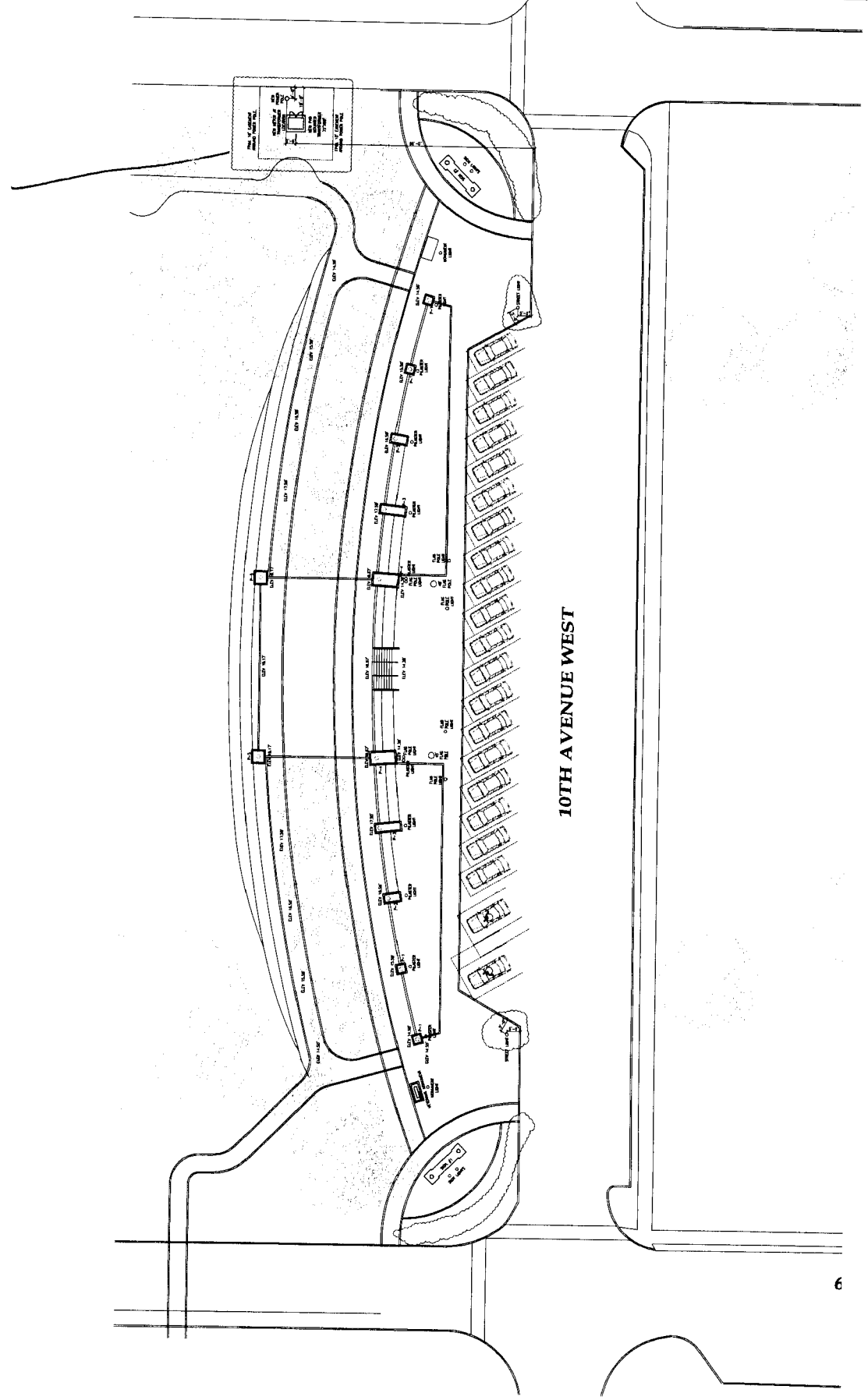
CUSTOMER TO SUPPLY
ALUMINUM CT METER CAN



SUTTON AND LAMB PARKS		PROJECT NO. 1105	SHEET NO. A-100 P1
PALMETTO, FL		DATE 05/12/2011	

ARCHITECTURE INTERIOR DESIGN
 Moore Design
 Andrew J. Moore AIA, ASIDA, IIDA
 Phone: 813.729.1239
 Fax: 813.729.3878
 1705 Riverside Drive
 Palm Beach, FL 33480
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NO.	DATE	REVISION DESCRIPTION
6	02.25.11	DESIGN UPDATE
5	04.12.10	TRANSFORMER LOCATION
4	03.20.10	RD SET
3	01.10.11	COORDINATION
2	02.08.11	FOUNDATION PACKAGE
1	02.03.11	DESIGN UPDATE



ERL
 Feedback

5th Street FPL Sketch

