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**RESOLUTION NO. R-2021-003**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND GRANTING A PERMANENT AND TEMPORARY UTILITY EASEMENT TO FLORIDA POWER & LIGHT (FPL) FOR THE INSTALLATION OF UNDERGROUND ELECTRICAL CONDUIT AND WIRING AT THE NORTH ANDREWS GARDENS COMMUNITY CENTER PROPERTY LOCATED AT 250 NE 56TH COURT AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE FUTURE AGREEMENTS RELATED TO THE INSTALLATION OF UNDERGROUND WIRING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to grant a permanent and temporary Utility Easement to Florida Power & Light (FPL) for the installation of underground electrical conduit and wiring at the North Andrews Gardens Community Center property located at 250 NE 56th Court and authorize the appropriate City officials to execute future agreements related to the installation of underground wiring.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The City Commission of the City of Oakland Park, Florida, hereby approves and grants a permanent and temporary Utility Easement to Florida Power & Light (FPL) for the installation of underground electrical conduit and wiring at the North Andrews Gardens Community Center property located at 250 NE 56th Court and authorizes the appropriate City officials to execute future agreements related to the installation of underground wiring in an amount not to exceed \$80,938.

**SECTION 3.** The City Commission of the City of Oakland Park, Florida hereby approves the Proposed Budget Amendment attached hereto as Exhibit "B".

**SECTION 4.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

1           **SECTION 5.** All Resolutions or parts of Resolutions in conflict herewith, be and  
2 the same are repealed to the extent of such conflict.

3  
4           **SECTION 6.** If any clause, section or other part of this Resolution shall be held  
5 by any court of competent jurisdiction to be unconstitutional or invalid, such  
6 unconstitutional or invalid part shall be considered eliminated and will in no way affect  
7 the validity of the other provisions of this Resolution.

8  
9           **SECTION 7.** This Resolution shall become effective immediately upon its  
10 passage and adoption.

11  
12           **ADOPTED** by the City Commission of the City of Oakland Park, Florida this 6<sup>th</sup>  
13 day of January 2021.

14  
15  
16 CITY OF OAKLAND PARK, FLORIDA

17  
18   
19  
20 MAYOR JANE BOLIN

21	M. CARN	<u>YES</u>
22	A. GORDON	<u>YES</u>
23	M. ROSENWALD	<u>YES</u>
24	M. SPARKS	<u>ABSENT</u>
25	J. BOLIN	<u>YES</u>

26  
27  
28 ATTEST:

29  
30   
31  
32 RENEE M. SHROUT, CMC  
33 CITY CLERK

Work Request No. 9283811

Sec. 10, Twp 49 S, Rge 42 E

Parcel I.D. 494210010390  
(Maintained by County Appraiser)

**EASEMENT  
(BUSINESS)**

This Instrument Prepared By

Name: \_\_\_\_\_  
Co. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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 affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive 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 described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

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 Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right 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 Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 8, 2021

Signed, sealed and delivered in the presence of:

Michelle V. Fletcher  
(Witness' Signature)

Print Name: Michelle V. Fletcher  
(Witness)

Robert Greco  
(Witness' Signature)

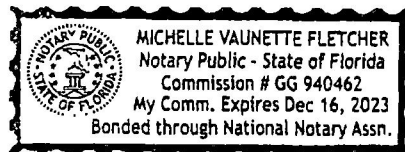
Print Name: ROBIN GRECO  
(Witness)

Entity name

By: [Signature]  
Print Name: Jane Bolin Mayor  
Print Address: 3650 NE 12 Ave  
Oakland Park

STATE OF Florida AND COUNTY OF Broward. The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2021, by Jane Bolin, the Mayor of Oakland Park a Municipality, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath.  
(Type of Identification)

My Commission Expires:



Michelle V. Fletcher  
Notary Public, Signature

Print Name Michelle V. Fletcher

R-2021-003

(5)

FOR: CITY OF OAKLAND PARK

# SKETCH AND DESCRIPTION 10' FPL EASEMENT EXHIBIT "A"

## LEGAL DESCRIPTION:

A STRIP OF LAND 10 FEET IN WIDTH, BEING A PORTION OF LOTS 26, 27 & 28, BLOCK 4, PATTERSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING 5.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 28; THENCE NORTH 01°15'58" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING #1 OF SAID CENTERLINE; THENCE SOUTH 88°44'02" WEST ALONG A LINE LYING 5.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH RIGHT OF WAY LINE FOR N.E. 56th STREET AND THE SOUTH BOUNDARY OF SAID LOTS 26, 27 & 28, A DISTANCE OF 210.00 FEET; THENCE NORTH 01°15'58" WEST ALONG A LINE LYING 5.00 FEET EAST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST BOUNDARY OF SAID LOT 26, A DISTANCE OF 89.00 FEET TO THE POINT OF TERMINUS #1 OF SAID CENTERLINE, SAID POINT LYING ALONG THE SOUTH BOUNDARY OF A 12 FOOT UTILITY EASEMENT AS SHOWN ON SAID PLAT.

TOGETHER WITH:

A STRIP OF LAND 12 FEET IN WIDTH, BEING A PORTION OF LOTS 3 & 26, BLOCK 4, PATTERSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING 6.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT SAID POINT OF TERMINUS #1; THENCE SOUTH 88°44'02" WEST ALONG THE SOUTH BOUNDARY OF A 12 FOOT UTILITY EASEMENT AS SHOWN ON SAID PLAT, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°15'58" WEST ALONG THE WEST BOUNDARY OF SAID LOT 26, A DISTANCE OF 6.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 26 AND THE POINT OF BEGINNING #2; THENCE NORTH 88°44'02" EAST ALONG A PORTION OF THE NORTH BOUNDARY FOR SAID LOT 26 AND ALONG A PORTION OF THE SOUTH BOUNDARY FOR SAID LOT 3, A DISTANCE OF 30.00 FEET TO THE POINT OF TERMINUS #2.

SAID LANDS SITUATE IN THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA. CONTAINING 3,350 SQUARE FEET OR (0.077 ACRES) MORE OR LESS.

## NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE FOR N.W. 56th STREET, WHICH IS ASSUMED TO BEAR SOUTH 88°44'02" WEST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

## LEGEND

B.C.R. BROWARD COUNTY RECORDS  
P.B. PLAT BOOK  
P.G. PAGE  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
P.O.T. POINT OF TERMINUS  
C CENTERLINE

CRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271



Digitally signed by  
Raymond Young  
Date: 2020.10.08  
09:41:53 -04'00'

RAYMOND YOUNG  
PROFESSIONAL SURVEYOR AND MAPPER NO 5799  
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

R:\SURVEY\2019\19-0059-001-01\_N. ANDREWS GRONS COMMUNITY

THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

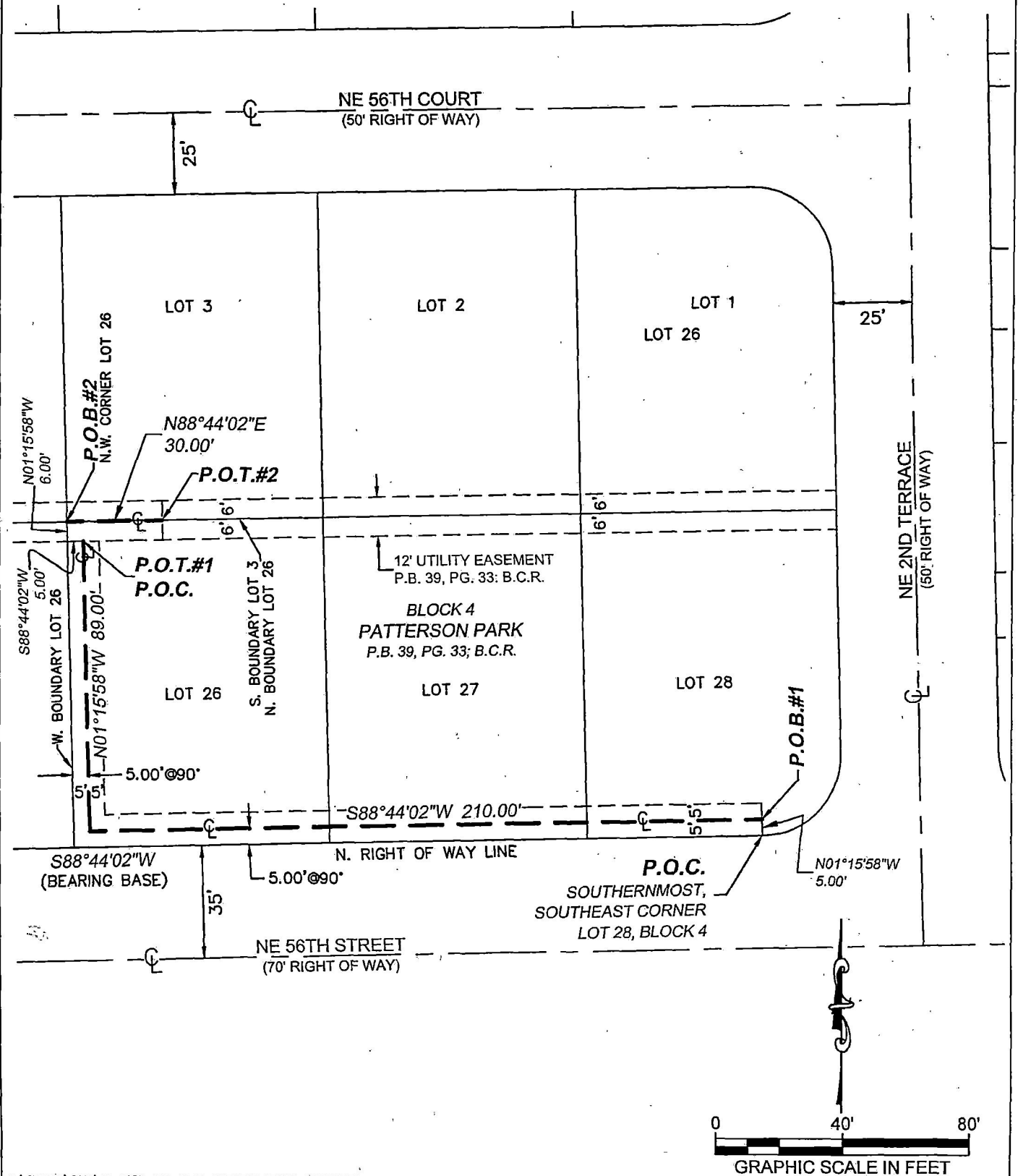


**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
ENGINEERS • PLANNERS • SURVEYOR'S  
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020

UPDATES and/or REVISIONS		DATE	BY	CK'D
1. REVISE PER COMMENTS		10/8/20	RY	RY
JOB NO.: 19-0059-001-01	SHEET 1 OF 2 SHEETS			
DRAWN BY: RY	F.B. N/A PG. N/A			
CHECKED BY: JDR	DATED: 09-15-20			



# 10' FPL EASEMENT EXHIBIT "A"



R:\SURVEY\2019\19-0059-001-01\_N. ANDREWS GRONS COMMUNITY

CENTRAL FLORIDA SURVEYING &amp; MAPPING, INC.

**GRAVEN THOMPSON & ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYOR'S  
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400  
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NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020

JOB NO.: 19-0059-001-01

SHEET 2 OF 2 SHEETS

DRAWN BY: RY

F.B. N/A PG. N/A

CHECKED BY: JDR

DATED: 09-15-20

FOR: CITY OF OAKLAND PARK

# SKETCH AND DESCRIPTION TEMPORARY 10' FPL EASEMENT EXHIBIT "A"

## LEGAL DESCRIPTION:

A STRIP OF LAND 10 FEET IN WIDTH, BEING A PORTION OF LOTS 2 & 27, BLOCK 4, PATTERSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 28; THENCE NORTH 01°15'58" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°44'02" WEST ALONG A LINE LYING 10.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH RIGHT OF WAY LINE FOR N.E. 56th STREET AND THE SOUTH BOUNDARY OF SAID LOT 27 & LOT 28 OF SAID BLOCK 4, A DISTANCE OF 105.07 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 01°15'58" WEST, A DISTANCE OF 95.91 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE, SAID POINT OF TERMINUS LYING ALONG THE SOUTH FACE OF AN EXISTING BUILDING.

SAID LANDS SITUATE IN THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA. CONTAINING 959 SQUARE FEET OR (0.022 ACRES) MORE OR LESS.

## NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE FOR N.W. 56th STREET, WHICH IS ASSUMED TO BEAR SOUTH 88°44'02" WEST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271



Digitally signed by  
Raymond Young  
Date: 2020.09.15  
11:22:40 -04'00'

RAYMOND YOUNG  
PROFESSIONAL SURVEYOR AND MAPPER NO 5799  
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

## LEGEND

B.C.R. BROWARD COUNTY RECORDS  
P.B. PLAT BOOK  
PG. PAGE  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
P.O.T. POINT OF TERMINUS  
C CENTERLINE

R:\SURVEY\2019\19-0059-001-01\_N. ANDREWS GRONS COMMUNITY

THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

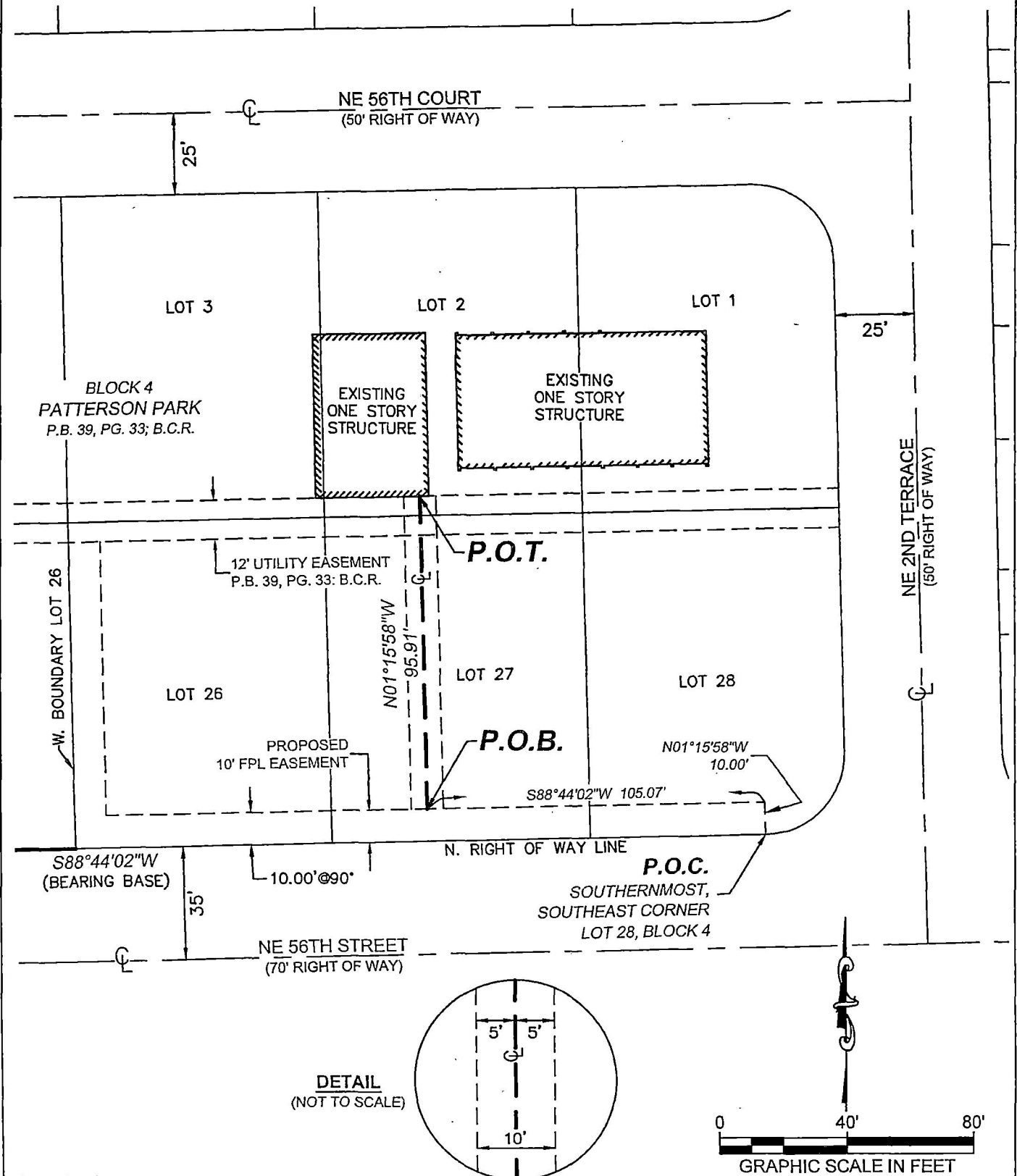
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
ENGINEERS • PLANNERS • SURVEYOR'S  
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
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JOB NO.: 19-0059-001-01	SHEET 1 OF 2 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: JDR	DATED: 09-15-20

# TEMPORARY 10' FPL EASEMENT EXHIBIT "A"



R:\SURVEY\2019\19-0059-001-01\_N. ANDREWS GRONS COMMUNITY

CERTIFIED TRUE AND CORRECT COPY OF ORIGINAL RECORD

**CRAVEN • THOMPSON & ASSOCIATES, INC.**

ENGINEERS • PLANNERS • SURVEYOR'S

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400

FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

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NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020

JOB NO.: 19-0059-001-01

SHEET 2 OF 2 SHEETS

DRAWN BY: RY

F.B. N/A PG. N/A

CHECKED BY: JDR

DATED: 09-11-20

**UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF)**

This Agreement, is made and entered into this 11 day of March, 2021, by and between City of Oakland Park ("Applicant"), with an address of 5399 North Dixie Hwy, Suite 3, Oakland Park, FL 33334 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):  
City of Oakland Park

250 NE 56TH CT, OAKLAND PARK, 33334

Property Boundaries

Oakland Park, FL

(collectively, the "Existing Overhead Facilities") to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities").

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion (select one of the following ASRC Tiers):

(      ) ASRC

**Tier 1:**

- a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
- b. The Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
- c. If the Applicant requests that facilities be placed in the ROW, the Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL or secure a ROW agreement through the appropriate local government(s) with FPL; and
- d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
- e. There are no state or federal funds available to the Applicant to cover any portion of the cost of the Conversion.

Special Circumstances. Conversions which do not meet the Tier 1 project size minimums described in section 1.a are eligible for the ASRC in the following special circumstances:

- i. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or
- ii. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.

(Continued on Sheet No. 9.721)

R-2021-003



(Continued from Sheet No. 9.720)

( ) **ASRC Tier 2.** All eligibility criteria remain the same as Tier 1 with the exception that the Conversion Area must only include between approximately 1 to 3 pole line miles or a minimum of approximately 85 detached dwelling units within contiguous or closely proximate geographic areas.

(x) **ASRC Tier 3.** A Conversion Area that is less than 1 pole line mile within contiguous or closely proximate geographic areas. Additionally, Tier 1 requirements for project completion timing in paragraph 1.a., as well as, paragraphs 1.b. and 1.d. do not apply.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.
- |                          |                           |
|--------------------------|---------------------------|
| i. CIAC (excluding ASRC) | \$43,321.18               |
| ii. ASRC                 | \$2,148.90                |
| iii. <b>CIAC Due</b>     | <b><u>\$41,172.28</u></b> |

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.
5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

Non-governmental Applicants, whose CIAC includes a Tier 1 or Tier 2 ASRC, shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

(Continued on Sheet No. 9.722)

**Signature:** *Brynt Johnson*

**Email:** brynt.johnson@oaklandparkfl.gov

**FLORIDA POWER & LIGHT COMPANY**

**Original Sheet No. 9.722**

(Continued from Sheet No. 9.721)

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.
11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

**APPLICANT**

Signed \_\_\_\_\_

Name *David Hebert*

Title *City Manager*

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Terms and Conditions (if required by Applicant)

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed *Donald J. Boody*

Name *Donald J. Boody*

Title *City Attorney*

**FPL**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_