

MEMORANDUM

Agenda Item No. 7(G)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: (Second Reading: 2-1-22)
December 1, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Ordinance amending Resolution No. R-1863-72; changing the boundaries of the Andover 1st Addition Street Lighting Improvement Special Taxing District to be generally bounded on the north by theoretical NE 214 Street, on the east by theoretical NE 2 Court, on the south by NE 199 Street, and on the west by NW 2 Avenue; identifying services to be provided; authorizing and directing the County Mayor to provide street lighting services; approving a street lighting agreement with Florida Power and Light and authorizing the County Mayor to execute the agreement; waiving provisions of Resolution No. R-130-06

Ordinance No. 22-17

The accompanying ordinance was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Vice-Chairman Oliver G. Gilbert, III.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: February 1, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Ordinance Amending Resolution No. R-1863-72 relating to the Andover 1st Addition Street Lighting Improvement Special Taxing District

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a petition submitted in accordance with Article 1, Chapter 18, of the Code of Miami-Dade County (Code) for the amendment of the boundaries of the Andover 1st Addition Street Lighting Improvement Special Taxing District (Special Taxing District), such that the amended boundaries lie wholly in unincorporated Miami-Dade County (County), Florida.

Scope

This Special Taxing District lies within Commission District 1, which is represented by County Commissioner Oliver G. Gilbert, III, and provides street lighting services.

Fiscal Impact/Funding Source

The amendment of the Special Taxing District will result in no economic impact to the County budget, and there will be no increase or decrease in County staffing. The County, pursuant to Chapter 18 of the Code, is the governing body of the Special Taxing District and will be responsible for the management of the street lighting services.

Florida Power and Light (FPL) is the owner of the system and derives revenues from the Special Taxing District. FPL’s contractors and subcontractors may increase their staffing levels to provide the service requirements created by this Special Taxing District.

Social Equity Statement

The proposed Ordinance amends the Special Taxing District which was created pursuant to Article I, section 1.01(A)(11) of the Miami-Dade County Home Rule Charter and Chapter 18 of the Code. Property owners within the Special Taxing District pay special assessments appropriately apportioned according to the special benefit they receive from the Special Taxing District’s services, regardless of their demographics, and the total amount of the special assessments levied are not in excess of such special benefit.

Pursuant to section 18-20.2 of the Code regarding notice to purchasers of new residential property, it shall be the obligation of a seller of new residential property to provide the purchaser thereof with notice either of the existence of a special taxing district created pursuant to this Chapter of the Code or of a pending petition to create such a special taxing district. The notice shall be provided in the manner set forth in section 18-20.2 of the Code.

Track Record/Monitor

The Special Taxing District as amended will be managed by the County, and will be monitored by the Parks, Recreation and Open Spaces Department (PROS) and overseen by the Chief of the Special Assessment Districts Division (Division), Lorena Guerra-Macias. The portions removed will merge into to the Andover Street Lighting Improvement Special Taxing District, which will be operated and maintained by the City of Miami Gardens.

Delegation of Authority

This item authorizes the County Mayor or County Mayor’s designee to execute lighting agreements, as required by FPL to provide street lighting, following approval by the County Attorney’s Office as to legal sufficiency.

Background

The Andover 1st Addition Street Lighting Improvement Special Taxing District was created according to Resolution No. R-1863-72 on December 19, 1972. Further, the Andover Street Lighting Improvement Special Taxing District was created according to Resolution No. R-1104-66 on October 18, 1966. On May 1, 2018, pursuant to a request by the City, this Board approved the transfer of both of these special taxing districts to the City designating the City, as opposed to the Board, as the governing body of each of the special taxing districts. Said transfer was approved by a majority of the registered voters within the Andover Street Lighting Improvement Special Taxing District at an election called by this Board pursuant to Resolution No. 406-18, and by a majority of the registered voters within the Andover 1st Addition Street Lighting Improvement Special Taxing District pursuant to Resolution No. 438-18.

Subsequently, it was found that at the time of the initial transfer, a small portion of each of these special taxing districts was located outside the boundaries of the City. Pursuant to section 18-3.1 of the Code, the City may only be the governing body of a special taxing district wholly within the City’s boundaries. As such, the City through Resolution No. 2021-132-3687 has requested that this Board amend the boundaries of these special taxing districts such that the City would be responsible for one of the special taxing districts that only includes properties within the boundaries of the City, and waiving the election requirement pursuant two-thirds vote of the members present.

To accomplish this, the Andover Street Lighting Improvement Special Taxing District will be amended to remove properties not within the boundaries of the City and will expand to cover all the properties currently within the Andover 1st Addition Street Lighting Improvement Special Taxing District that lie solely within the boundaries of the City. As such, the final amended boundaries of the Andover Street Lighting Improvement Special Taxing District will lie wholly within the City, while the amended Andover 1st Addition Street Lighting Improvement Special Taxing District will include only unincorporated properties which will revert to the County.

In accordance with the provisions of Chapter 18 of the Code of the Code, a petition to amend the Special Taxing District, duly signed by the Miami-Dade County Mayor, was filed with the Clerk of the Board. A copy of the petition was sent to the County Attorney to examine and to file a written report with the Clerk certifying that such petition was sufficient in form and substance and signed and properly presented in

accordance with the requirements of Chapter 18 of the Code. PROS compiled and filed with the Clerk a memorandum, a copy of which is attached.

Contingent upon Board approval of the amendment of this Special Taxing District, the street lighting services will continue to be accomplished pursuant to an agreement between the County and FPL. The facilities provided will remain the property of FPL. FPL will be responsible for the maintenance, repairs, upgrades, and replacement of the light fixtures, lamps, poles, and all connecting service lines.

Current District Boundaries: On the North, NW 207 Street and NE 207 Street;
On the East, NE 2 Avenue;
On the South, Snake Creek Canal and NE 199 Street;
On the West, NW 2 Avenue.

District Boundaries as Amended: On the North, Theo. NE 214 Street;
On the East, Theo. NE 2 Court;
On the South, NE 199 Street;
On the West, NW 2 Avenue.

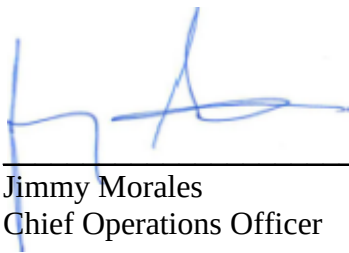
Number of Owners With Homestead Exemption Signing Petition: In compliance with Chapter 18 of the Code, the petition was signed by the County Mayor on behalf of the residents of Andover 1st Addition Street Lighting Improvement Special Taxing District.

Public Hearing Notification: The Clerk will certify the place, date, and hour for a public hearing on the petition and the Report at which all interested persons will be afforded the opportunity to present for this Board’s consideration their objections, if any, to the amendment of the Special Taxing District. As pursuant to section 18-3(d), a public notice will be duly published in a newspaper of general circulation published in Miami-Dade County, Florida, and copies thereof will be mailed to all owners of taxable real property within the boundaries of the proposed Special Taxing District as their names and addresses appear on the latest Miami-Dade County Real Property Tax Roll.

Preliminary Assessment Roll: The street lighting assessment roll is submitted on the same agenda as a separate agenda item for consideration and adoption by the Board and contingent upon the approval of this Special Taxing District’s amending ordinance. The implementation of the assessment roll will be in accordance with the procedures defined in Chapter 18 of the Code.

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
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Each Street Lighting Special Taxing District is unique due to its geographical boundaries, affected property owners, and level of service to be provided. Amendment of this Special Taxing District to continue providing this service is the best and most cost-effective method to achieve this benefit. In compliance with the provisions of section 18-3(c) of the Code, I recommend that this Special Taxing District be amended such that the Special Taxing District only includes properties within the unincorporated area of the County. I further recommend that the Board waive the election requirement by 2/3 vote of the members present because a majority of qualified electors in each district already approved of the initial transfer.



Jimmy Morales
Chief Operations Officer

MIAMI-DADE COUNTY
PARKS, RECREATION AND OPEN SPACES DEPARTMENT
SPECIAL ASSESSMENT DISTRICTS DIVISION

11/18/21

Petition Received

Date

**PETITION TO AMEND THE BOUNDARIES OF ANDOVER 1ST ADDITION
STREET LIGHTING IMPROVEMENT SPECIAL TAXING DISTRICT**

To the Board of County Commissioners of Miami-Dade County, Florida:

I, the undersigned Miami-Dade County Mayor Daniella Levine Cava, do hereby petition pursuant to Chapter 18 of the Code of Miami-Dade County, Florida, for the amendment of Resolution No. R-1863-72 amending the boundaries of the “Andover 1st Addition Street Lighting Improvement Special Taxing District”, to exclude the properties west of NE 2 Avenue, and to expand said boundaries to compass contiguous properties on the north formerly within the Andover Street Lighting Improvement Special Taxing District which are located wholly within unincorporated Miami-Dade County. I hereby sign this petition for the amendment pursuant to the authority granted to me by section 18-3(a) of the Code of Miami-Dade County, and on behalf of the residents of the district, as indicated in the Exhibit attached hereto.

Street Lighting service including but not limited to: installation, operation and maintenance of light-emitting diode (LED) of an intensity of 47 watts 4000K, mounted on existing concrete poles.

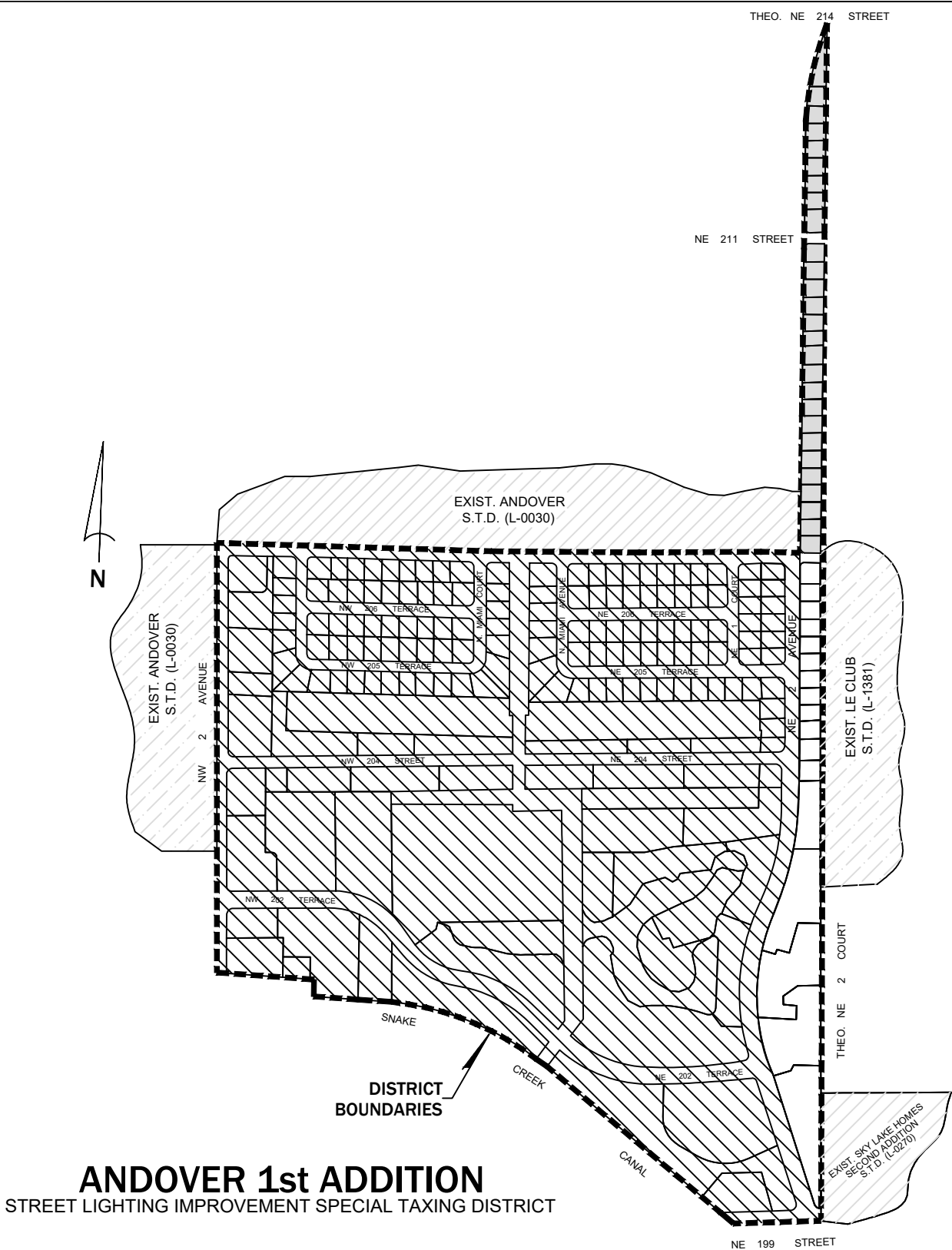
District Boundaries: This petition is to amend the district boundaries such that the district will be wholly within unincorporated Miami-Dade County, more fully described on the attached Exhibit A as follows: on the North bounded by theoretical NE 214 Street, on the South bounded by NE 199 Street, on the East bounded by the theoretical NE 2 Court, and on the West by NW 2 Avenue.



Daniella Levine Cava
Miami-Dade County Mayor

Harvey Ruvin, Clerk
Board of County Commissioners
Miami-Dade County, Florida

Deputy Clerk



L-0078 (COMM. 0001)
SECTION: 36-51-41

EXHIBIT "A"
(BOUNDARIES & GEOGRAPHICAL LOCATION SKETCH)

RESOLUTION NO. 2021-132-3687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO THE ANDOVER STREET LIGHTING IMPROVEMENT SPECIAL TAXING DISTRICT AND THE ANDOVER 1ST ADDITION STREET LIGHTING IMPROVEMENT SPECIAL TAXING DISTRICT, ATTACHED HERETO AS EXHIBIT "A"; REQUESTING THAT MIAMI-DADE COUNTY AMEND THE BOUNDARIES OF THE SPECIAL TAXING DISTRICTS; REQUESTING THAT MIAMI-DADE COUNTY TRANSFER THE AMENDED ANDOVER STREET LIGHTING IMPROVEMENT SPECIAL TAXING DISTRICT TO THE CITY OF MIAMI GARDENS IN ACCORDANCE WITH SECTION 18-3.1 OF THE CODE OF MIAMI-DADE COUNTY; APPROVING AND AUTHORIZING EXECUTION AN AMENDED INTERLOCAL AGREEMENT FOR THE TRANSFER; REQUESTING RATIFICATION OF THE CITY'S ADMINISTRATION OF THE SPECIAL TAXING DISTRICTS; WAIVING THE ELECTION REQUIREMENT BY TWO-THIRDS VOTE OF THE CITY COUNCIL MEMBERS PRESENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 18, 1966, Miami-Dade County adopted Resolution No. 1104-66, creating the Andover Street Lighting Improvement Special Taxing District; and

WHEREAS, on December 19, 1972, Miami-Dade County adopted Resolution No. 1863- 72, creating the Andover 1st Addition Street Lighting Improvement Special Taxing District (collectively with the Andover Street Lighting Improvement Special Taxing District, the "Special Taxing Districts"), and

WHEREAS, on May 1, 2018, following a request by the City of Miami Gardens ("City"), Miami-Dade County approved a transfer to the City of the Andover Street Lighting Improvement Special Taxing District and the Andover 1st Addition Street Lighting Improvement Special Taxing District, contingent upon approval by a majority vote of the qualified electors residing in each district voting at an election called by this Board pursuant to Resolution No. 406-18 and Resolution No. 438-18, respectively; and

WHEREAS, a majority of those qualified electors residing in each of the Special Taxing Districts approved the transfer; and

WHEREAS, Section 18-3.1 of the Code of Miami-Dade County vests Miami-Dade County with the power to designate the governing body of a municipality as the governing body of an existing special taxing district located wholly within the boundaries of such municipality if the municipality assumes any and all liabilities of the special taxing district; and

WHEREAS, at the time of the initial transfer, the Special Taxing Districts were not located entirely within the boundaries of the City; and

WHEREAS, the City desires to continue to maintain and control the special taxing districts to the extent the properties are located within the City, and

WHEREAS, the City intends to request that Miami-Dade County (1) amend the boundaries of the Special Taxing Districts, such that the district for which the City is responsible would be consolidated into one amended special taxing district including only properties within the boundaries of the City; (2) authorize the City to enter into an amended interlocal agreement with Miami-Dade County for this purpose; (3) request that Miami-Dade County ratify the City's administration of the Special Taxing Districts since the initial transfer; (4) transfer the amended Andover Street Lighting Improvement Special Taxing District to the City,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby requests that Miami-Dade County amend the boundaries of the Special Taxing Districts, such that the district for which the City is responsible would be consolidated into one amended special taxing district including only properties within the boundaries of the City, attached hereto as Exhibit "A".

Section 3: AUTHORIZATION: The City Council of the City of Miami Gardens authorizes the Mayor and City Clerk to execute and attest an amended interlocal agreement with Miami-Dade County for this purpose, subject to the review and approval of the City Attorney.

Section. 4. AUTHORIZATION: The City Council hereby requests and authorizes Miami-Dade County to ratify the City's administration of the Special Taxing Districts since the initial transfer and the transfer the amended Andover Street Lighting Improvement Special Taxing District to the City.

Section 5: AUTHORIZATION: The City Council hereby waives, pursuant to two-thirds vote of the members present, the election requirement for the transfer of the Andover Street Lighting Improvement Special Taxing District, as amended, to the City of Miami Gardens.

Section 6: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

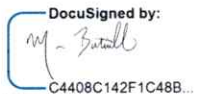
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON OCTOBER 13, 2021.

DocuSigned by:

B912A2EE5E0C4ED

RODNEY HARRIS, MAYOR

ATTEST:

DocuSigned by:

C4408C142F1C48B...

MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON BENSON, CITY MANAGER

Moved by: Councilwoman Wilson
Seconded by: Councilwoman Julien

VOTE: 6-0

Mayor Harris
Vice Mayor Leon
Councilwoman Campbell
Councilwoman Ighodaro
Councilwoman Julien
Councilman Stephens, III
Councilwoman Wilson

Absent
Yes
Yes
Yes
Yes
Yes
Yes
State of Florida
County of Miami-Dade

CERTIFICATION

I, the undersigned, duly appointed City Clerk of the City of Miami Gardens, Florida, hereby certify that the attached is a true and correct copy of RES 2021-132-3687 as shown in the records of the city on file in the office of the city clerk.

Witness, my hand and the corporate seal of the city of Miami Gardens, Florida, this 13th day of OCT 2021.


City Clerk
City of Miami Gardens, Florida



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:

<u>Poles</u>				
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				

<u>Underground Conductor</u>				
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

[illegible]

(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.
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.

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: _____	

LED LIGHTINGRATE SCHEDULE: LT-1AVAILABLE:

In specific territories served, upon request of the entity that has jurisdiction over the area being lighted. Contact FPL for available installation territories.

APPLICATION:

For the purpose of lighting streets whether public or private, roadways, and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. FPL, at its discretion, may offer the customer the option of FPL-owned fixtures attached to poles owned by the customer.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of FPL-owned Lighting Systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe.

LIMITATION OF SERVICE:

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.736)

(Continued from Sheet No. 8.735)

REMOVAL OF FACILITIES:

If FPL owned Lighting facilities are removed either by Customer request or termination or breach of the agreement, the customer will pay the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities. **These charges do not apply to street light conversions from FPL owned facilities covered under SL-1 to FPL owned LED facilities under this tariff.** In all cases, should the Customer request termination of the agreement, such termination will require written notice 90 days prior to the date of termination.

Conversion of FPL Owned Streetlights (SL-1 facilities) to LED:

For customers converting Street Lights as per FPL's SL-1 Street Lighting Tariff paying the LED Conversion Recovery charge, there will be no charges for the fixtures being removed. Any other charges for relocation or replacement of FPL owned facilities would still apply.

CHANGE IN FIXTURE SIZE OR TYPE:

At the Customer's request, the Company will upgrade to a higher level of illumination when the changes are consistent with good engineering practices. The customer will pay the original installed cost of the removed fixtures, less any salvage value and depreciation, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet 8.735 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes. Customers converting HPSV fixtures to LED and paying the LED Conversion Recovery Charge will not be charged for the fixtures being removed, as noted in the preceding paragraph. In all cases where luminaires 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 full cost of removal and reinstallation.

MONTHLY RATES for LED Fixtures*:

Energy Tier	Charge	Fixture Tier														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	\$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50
B	\$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70
C	\$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90
	\$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10
E	\$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30
F	\$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50
G	\$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70
H	\$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90
I	\$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10
J	\$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30
K	\$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50
L	\$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70
M	\$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90
N	\$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10
O	\$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30
P	\$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50
Q	\$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70	46.70
R	\$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90	46.90
S	\$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10	47.10
T	\$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30	47.30
U	\$ 4.00	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50	47.50
V	\$ 4.20	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70	47.70
W	\$ 4.40	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90	47.90
X	\$ 4.60	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10	48.10
Y	\$ 4.80	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30	48.30
Z	\$ 5.00	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50	48.50
AA	\$ 5.20	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70	48.70
BB	\$ 5.40	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90	48.90
CC	\$ 5.60	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10	49.10
	\$ 5.80	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30	49.30
EE	\$ 6.00	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50	49.50

* Catalog of available fixtures and the assigned billing tier for each can be viewed at www.FPL.com/partner/builders/lighting.html

(Continued on Sheet No. 8.737)

(Continued from Sheet No. 8.736)

Maintenance per Fixture (FPL Owned Fixture and Pole)	\$1.29
Maintenance per Fixture for FPL Fixtures on Customer Pole	\$1.03
LED Conversion Recovery	\$1.87

Notes:

The non-fuel energy charge is 3.063¢ per kWh.
Bills rendered based on "Total" charge. Unbundling of charges is not permitted.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$5.24
Standard Concrete pole used only for the street lighting system	\$7.16
Round Fiberglass pole used only for the street lighting system	\$8.48
Decorative Tall Fiberglass pole used only for the street lighting system	\$17.89
Decorative Concrete pole used only for the street lighting system	\$14.53
Underground conductors	4.053 ¢ per foot

SPECIAL PROVISIONS:

Where the Company provides poles other than those listed above, the monthly charges, as applicable shall be computed as follows:

Facilities Charge: 1.63% of the Company's average installed cost of the pole.

BILLING

During the initial installation period:

- Facilities in service for 15 days or less will not be billed;
- Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

- a) If a commercially available and FPL approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

(Continued on Sheet No. 8.738)

(Continued from Sheet No. 8.737)

OTHER CHARGES

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration. Term of service begins upon execution of the LED Lighting Agreement.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: February 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 7(G)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(G)
2-1-22

ORDINANCE NO. _____ 22-17

ORDINANCE AMENDING RESOLUTION NO. R-1863-72; CHANGING THE BOUNDARIES OF THE ANDOVER 1ST ADDITION STREET LIGHTING IMPROVEMENT SPECIAL TAXING DISTRICT TO BE GENERALLY BOUNDED ON THE NORTH BY THEORETICAL NE 214 STREET, ON THE EAST BY THEORETICAL NE 2 COURT, ON THE SOUTH BY NE 199 STREET, AND ON THE WEST BY NW 2 AVENUE; IDENTIFYING SERVICES TO BE PROVIDED; AUTHORIZING AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE STREET LIGHTING SERVICES; APPROVING A STREET LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; WAIVING PROVISIONS OF RESOLUTION NO. R-130-06; AND PROVIDING FOR EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, which is incorporated herein by reference; and

WHEREAS, a public hearing has been conducted by the Board of County Commissioners in accordance with the requirements and procedures of Chapter 18 of the Code of Miami-Dade County,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. This Board incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Section 2 of Resolution No. R-1863-72 is hereby amended to read as follows:¹

Section 2: The area and boundaries of the special taxing district are as follows:

~~[[Commence at the Northeast corner of the Southeast ¼ of Section 36, Township 51 South, Range 41 East, Dade County, Florida; thence run South 2° 01' 06" East for a distance of 68.61 feet; thence run South 2° 04' 04" East for a distance of 35.00 feet to a point on the South Right of Way line of NE 207 Street, said point being the Point of Beginning; thence run South 87° 43' 54" West for a distance of 170.00 feet; thence run North for a distance of 35.00 feet; thence run South 87° 43' 54" West for a distance of 700.02 feet; thence run South for a distance of 35.00 feet to the South Right of Way line of NE 207 Street; thence run South 87° 43' 54" West for a distance of 284.99 feet; thence run South 89° 30' 20" West for a distance of 1,466.90 feet; thence continue Southwesterly along a tangential circular curve having a radius of 25.00 feet through a central angle of 91° 19' 47" for an arc distance of 39.85 feet to a point on the East Right of Way line of NW 2 Avenue; thence run South 1° 49' 27" East for a distance of 1,821.12 feet to the North Right of Way line of Snake Creek Canal; thence run Southeasterly along the North Right of Way line of Snake Creek Canal to a point on the Right of Way line of State Road 852 said point being 453.01 feet Westerly of the East line of Section 36, Township 51 South, Range 41 East, Dade County, Florida; thence run North 87° 23' 53" East for a distance of 453.01 to the East line of said Section 36; thence run North 2° 04' 04" West for a distance of 2,894.38 feet to the Point of Beginning.]]~~

>>And

All the following parcels described as follows:

Lots 1 through 10 of Block 37, and lots 1 and 2 of Block 1; thence begin 1,686.54 feet North of the Southeast corner of said Section 36; thence run West 127.27 feet; thence run Northerly along the curve to the left for an arc distance of 212.37 feet to a point North; thence run North for a distance of 70.98 feet; thence run Northerly along the curve to the right for an arc distance of 27.90 feet; then run East for a distance of 106.41 feet; thence run South for a distance of 309.98 feet to the Point-of-Beginning;

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

And

Begin at the Southeast corner of said Section 36; then run North for a distance of 1,996.25 feet; thence run Westerly for a distance of 186.63 feet to the Point-of-Beginning; thence continue Westerly for a distance of 83.37 feet; thence run South for a distance of 30.00 feet; thence run West for a distance of 5.00 feet; thence run South for a distance of 40.00 feet; thence run East for a distance of 87.46 feet; thence run North for a distance of 42.23 feet; thence run Northerly along the curve to the right for an arc distance of 27.78 feet to the Point-of-Beginning;

And

Begin 1,686.54 feet North of the Southeast corner of said Section 36; thence run West for a distance of 127.27 feet to the intersection with the East Right-of-Way line of NE 2 Avenue; thence run slightly to the subdivided Right-of-Way line for a distance of 449.37 feet; thence run South 76°54'30" East for a distance of 69.88 feet; thence run North 13° 0' 0" East for a distance of 25.00 feet; thence run South 76°54'30" East for a distance of 54.16 feet; thence run North 13° 0' 0" East for a distance of 136.00 feet; thence run Easterly for a distance of 93.85 feet; thence run North for a distance of 307.08 feet to the Point-of-Beginning; thence begin at the intersection along the Northeast corner of tract A as recorded in the Public Records of Miami-Dade County, Florida, in Plat Book 89, at Page 76, and West along the Right-of-Way of the Northeast 2 Avenue Northerly along the Right-of-Way for a distance of 62.02 feet; thence run North 72° 0' 00" West for a distance of 65.00 feet; thence South 17° 0' 0" West for a distance 31.00 feet; thence run West 90.00 feet of South 17° 0' 0" West for a distance of 31.00 feet; thence run South 72° 0' 0" East for a distance of 155.79 feet to the Point-of-Beginning;

And

Begin at the middle line of said Section 36 of Ro-Mont South Condo "J" South 0° 1' 0" known as Tract B as recorded in the Public Records of Miami-Dade County, Florida, in Plat Book 89, at Page 76;

And

Begin at the middle line of said Section 36 of Ro-Mont South Condo "L" South 0° 2' 0" known as Tract C as recorded in the Public Records of Miami-Dade County, Florida, in Plat Book 93, at Page 80;

And

Tract A of Ro-Mont South Green Condo “R” South 0° 3’ 0” as recorded in the Public Records of Miami-Dade County, Florida, in Plat Book 95, at Page 36.

And

Lots 1 through 9 of Block 22 and lots 1 through 18 of Block 29 according to the Plat thereof, as recorded in Plat Book 72, at Page 36, of the Public Records of Miami-Dade County, Florida<<.

The areas and geographical locations of this Special Taxing District are shown on the map or sketch, attached to the accompanying memorandum.

Section 3. The improvements and/or services to be provided in this Special Taxing District will consist of street lighting services within public rights-of-way.

Section 4. The entire cost of the Special Taxing District’s improvements and/or services shall be specially assessed. It is hereby declared that said services will be a special benefit to all properties within the Special Taxing District and the total amount of special assessments to be levied as aforesaid will not be in excess of such special benefit.

Section 5. The proposed street lighting agreement between Miami-Dade County and Florida Power and Light is hereby approved and made a part hereof by reference. The provisions of Resolution No. R-130-06 are hereby waived because adoption of this Ordinance is a precursor to the future execution of said agreement.

Section 6. The County Mayor or County Mayor’s designee and the Clerk or Deputy Clerk are hereby authorized and directed to execute at the appropriate time the incorporated street lighting agreement, in substantially the form attached to the accompanying memorandum, for and on behalf of Miami-Dade County.

Section 7. The County Mayor or County Mayor's designee is authorized and directed to continue to provide street lighting services within the Special Taxing District in accordance with the provisions of said agreement and the terms of this Ordinance.

Section 8. The County Mayor or County Mayor's designee is further directed to cause to be prepared and filed with the Clerk one Preliminary Assessment Roll for the street lighting services, in accordance with the provisions of sections 18-14 and 18-22.1 of the Code. As authorized by section 197.3632, Florida Statutes, all special assessments levied and imposed under the provisions of the prior resolution and this Ordinance shall continue to be collected, subject to the provisions of Chapter 197, Florida Statutes, in the same manner and at the same time as ad valorem taxes. Unless paid when due, such assessments shall be deemed delinquent and payment thereof may be enforced by means of the procedures provided by the provisions of Chapter 197, Florida Statutes, and section 18-14 of the Code, including possible loss of title.

Section 9. A duly certified copy of this Ordinance shall be filed in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida, and recorded in the appropriate book of records.

Section 10. It is the intention of this Board and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code.

Section 11. The provisions of this Ordinance shall become effective ten days after the date of enactment, unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

February 1, 2022

Approved by County Attorney as
to form and legal sufficiency:

Handwritten signature in blue ink, appearing to be "GBK".

Prepared by:

Handwritten signature in black ink, appearing to be "DPL", with a horizontal line underneath.

Daija Page Lifshitz