150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting

Community Redevelopment Agency

Tuesday, June 14, 2022	7:00 PM	Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: April 12, 2022

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

June 14, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:
https://deerfield-beach.zoom.us/j/89362465720?pwd=d213Q0dNQ3BZVC9aNUNHbDZrZ1dGZz09

Join Zoom Meeting via telephone by dialing:
Call-in Number: (301) 715-8592
Meeting ID: 893 6246 5720#
Participant ID: #
Passcode: 788637#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

GENERAL ITEMS

1. **CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), authorizing the expenditure of $152,066.15 on Comcast of South Florida II, Inc. ("Comcast") for Comcast to underground Comcast's aerial utility lines along the S-Curve as part of the City's S-Curve Streetscape Improvements Project; authorizing execution of an agreement with Comcast; and providing for an effective date.** *(Funds from Account #190-8000-539-63-11 - Lighting)*

   Suggested Action: CRA Board to vote on Resolution

   Attachment: Comcast of South Florida II, Inc.

2. **CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving an underground facilities conversion agreement and city right-of-way agreement for underground conversions with Florida Power & Light Company ("FPL") for FPL to underground FPL's utility lines along the S-Curve as part of the City's S-Curve Streetscapes Improvement Project; authorizing execution of the Agreements; providing for an effective date.** *(Funds from Account #190-8000-539-63-11 - Lighting)*

   Suggested Action: CRA Board to vote on Resolution

   Attachment: Florida Power & Light Company

3. **CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a special construction agreement with Bellsouth Telecommunications, LLC dba AT&T Southeast ("AT&T") for AT&T to underground AT&T's utility lines along the S-Curve as part of the City's S-Curve Streetscape Improvement Project; authorizing execution of the Agreement; providing for an effective date.** *(Funds from Account #190-8000-539-63-11 - Lighting)*

   Suggested Action: CRA Board to vote on Resolution

   Attachment: AT&T Southeast

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

Tuesday, July 12, 2022

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.

Meeting Minutes
Community Redevelopment Agency

Tuesday, April 12, 2022 | **7:00 PM** | **Commission Chambers**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:01 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present: 5 - Mr. Todd Drosky
Mr. Bernie Parness
Mr. Ben Preston
Vice Chair Michael Hudak
Chair Bill Ganz

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - December 14, 2021

MOTION was made by Mr. Preston, seconded by Vice Chair Hudak, to approve the December 14, 2021 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

April 12, 2022

MOTION was made by Mr. Preston, seconded by Mr. Parness, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

GENERAL ITEMS

1. CRA Resolution 2022/001 - A Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, designating Michael Hudak as Vice Chair of the Board of the Deerfield Beach Community Redevelopment Agency; providing for an effective date.

The Resolution was read by title only.

There was no discussion amongst the Board.

Chair Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve Item 1, adopted CRA Resolution 2022/001. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

2. CRA Resolution 2022/002 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a Job Order Contract with Team Contracting, Inc. for the construction of the main beach parking lot concrete seating utilizing the Sourcewell, Inc. Indefinite Delivery-Indefinite Quantity Construction Contract #FL-R10-GC03-111821-TCI in an amount not to exceed $286,059.12; authorizing a budget transfer within the CRA Capital Improvements Fund in the amount of $37,000.00 from the infrastructure and capital improvements account to the main beach parking lot account; providing for execution and an effective date. *(Funds from Account #190-8000-552-63-08 - Main Beach Parking Lot)*

The Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that the project includes amphitheater styling seating at the main beach parking and paver improvements on Ocean Way; thereafter, a photograph was displayed. She stated that job order contracting is being utilized due to the project size and to expedite the project.

There was no discussion amongst the Board.

Chair Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve Item 2, adopted CRA Resolution 2022/002. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

3. CRA Resolution 2022/003 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the award of Invitation to Bid #22-14-JW for the Island Mobility Improvements Project to Magnum Construction Management, LLC d/b/a MCM; approving a budget line item reallocation within the Capital Projects Fund in the amount of $266,000.00 from the Sullivan Park Facility Project to the Island Mobility Project; authorizing execution of an agreement with Magnum Construction Management, LLC d/b/a MCM, the sole responsive and responsible bidder, in an amount of $1,212,354.98 with a 5% contingency of $60,617.75, for a total not to exceed amount of $1,272,972.60; providing for implementation and an effective date. *(Funds from Account #190-8000-559-63-04 - Infrastructure and Capital Improvements)*

GENERAL ITEMS - CONTINUED

The Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that the Island Mobility Project includes transportation and ADA components; whereas, the area is noncompliant, and lacks transportation facilities for beach patrons. Thereafter, a photograph of the proposed project was displayed. Unfortunately, only one (1) bid was received, which was significantly over the cost estimate.

Chair Ganz said the project is needed but expressed concerns with the cost, specifically, $180,000 for the bus shelter; therefore, he suggested possibly combining projects to expand the competition.

Vice Chair Hudak agreed, as construction costs are up. He asked if other projects have been identified to combine with this project and rebid.

Ms. Mory replied that staff is working on bringing the S-Curve Undergrounding and Streetscape Project forward, which is directly adjacent to this project, but includes a civil component. Further, she said these projects are similar and being adjacent to one another could potentially provide a cost savings.

Mr. Drosky said the project only received one (1) bid and should the projects be combined and rebid, there is a possibility that no bids are received or a possibility that costs continue to increase. Therefore, he advised that he will rely on staffs' expertise as to whether they feel the project should move forward as is or be rebid.

Mr. Parness said history has shown that the market fluctuates but agreed that more bidders should be involved. Thereafter, he commented on companies requiring more than one (1) bid and suggested rebidding the project to see if additional companies come forward.

Mr. Preston said staff has vetted the process and should the project be rebid, there is no guarantee that additional companies will come forward and costs could increase.

David Santucci, City Manager, said this is a small civil project, which is probably why only one (1) bid was received; nevertheless, if projects were combined, it would increase the competitive pool and assist the economy of scale for mobilization, general conditions, insurance, etc. but would not help with costs associated for labor, supplies, etc.

Chair Ganz opened the public hearing.

Elliot Press, Chief Operating Office and Principal for MCM, said although MCM was the only bidder, they are the right company for the job; nonetheless, he understands the concerns for the cost increase, but unfortunately, this is how the market is and if the Board decides to not award the project to MCM, they will continue to bid on the project moving forward. Thereafter, he commented on a similar situation in Miami when the County rebid a project that resulted in a million-dollar cost increase. Mr. Press advised that this project was competitively bid, as MCM predominately bids public work; nevertheless, he respects the budget and staff's work and hopes the project will move forward. Lastly, he said the costs are broken down in unitary pricing and if a better breakdown is needed, it can be provided.

Mayor Ganz closed the public hearing.

MOTION was made by Mr. Drosky, seconded by Mr. Preston, to approve Item 3, adopted CRA Resolution 2022/003. Roll Call:

Yeas: 3 - Mr. Drosky, Mr. Preston and Chair Ganz

Nays: 2 - Mr. Parness and Vice Chair Hudak

GENERAL ITEMS - CONTINUED

4. CRA Resolution 2022/004 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the award of ITB #22-07-PC for the Ocean Way Bollard Replacement Project to the sole responsive and responsible bidder, Miller Electric Company; approving a budget line item reallocation within the Capital Projects Fund in the amount of $1,408,500.00 from the Sullivan Park Facility Project to the Ocean Way Bollard Project; approving and authorizing execution of a contract with Miller Electric Company for the project in an amount not to exceed $2,368,443.00; and providing for an effective date. *(Funds from Account #190-8000-559-63-04 - Infrastructure and Capital Improvements)*

The Resolution was read by title only.

Kris Mory, Director of Economic Development, stated that as a result of the successful project at the Kirk Cottrell Pavilion, FWC has approved the implementation of this pilot project throughout the entire beach area. Thereafter, a photograph of the proposed project was displayed. She advised that only one (1) bid was received, which was over budget due to it being a pilot project.

Mr. Drosky said this is a similar situation as the previous item and should this item be approved as well, the Board will be over budget by $800,000. He stated that in an earlier conversation with Ms. Mory, it was suggested that the Sullivan Park Project be delayed to FY24, which he agreed since the Island Mobility and Ocean Way Bollard Replacement Projects have been the Board's main priority for some time now. Further, Mr. Drosky stated that these decisions will impact other projects, which he is unhappy about, but unfortunately, this is the state of the economy right now.

Vice Chair Hudak spoke in support of the project, as bollards provide safety and the current ones are failing; however, he asked for confirmation that the new bollards are sturdier, provide better working conditions and more than one company can maintain them.

Ms. Mory said lessons were learned from the last bollards, whereas, the new ones are stronger, bigger and the lighting system is more durable. Further, she said the bid price contains 20 additional standalone bollards, so should one get damaged it can be replaced immediately.

Chair Ganz opened the public hearing.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, asked if the landscaping around the bollards can be properly maintained, so the brightness of the bollards is not hindered.

Chair Ganz closed the public hearing.

In response to Chair Ganz's question, Ms. Mory replied that the Island Mobility and Ocean Way Bollard Projects are around $800,000 over budget but funding is available; additionally, the Sullivan Park Project will be pushed to FY2024 which isn't bad because staff will need time to create the organization, design and permit the building, etc.

Chair Ganz agreed with delaying the Sullivan Park Project, as the two (2) other projects are higher priority. Although, he does not agree with the price increases for either of the projects, not moving forward could create bigger issues.

MOTION was made by Vice Chair Hudak, seconded by Mr. Parness, to approve Item 4, adopted CRA Resolution 2022/004. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

GENERAL ITEMS - CONTINUED

6. Update regarding the Sawgrass to Seagrass Experience at Sullivan Park.

Item 6 was discussed prior to Item 5.

Kris Mory, Director of Economic Development, introduced, Patxi Pastor, President and CEO of the Guy Harvey Ocean Foundation. Thereafter, a PowerPoint presentation was displayed. She stated that since 2021, staff has been researching ways to create a 501c3 to organize and implement the Sawgrass to Seagrass Experience. She briefly commented on staff's tour of the St. Lucie County Aquarium, which is also run by the Smithsonian Institution. Further, the presentation will be outlined in three (3) parts: organizational structure, staffing and operational costs for running the Exploratorium, and the implementation schedule. Ms. Mory said the planning team consists of CRA, Sustainable Management, Patxi Pastor, B&A, and BaseMint, who is a proposed new partner that will be introduced and explained by B&A. The organizational structure would consist of a chair, co-chair and board of directors, which would include potential partners, i.e. Guy Harvey Ocean Foundation, Ron Bergeron Everglades Conversation, FWC, JM Family, etc., that provide sponsorships.

Ms. Mory said once the Board is established, they would need to hire an executive director, who would begin forming sub-committees for development, marketing, fundraising and education. The educational component is extremely critical to the Exploratorium; fortunately, the Guy Harvey Ocean Foundation has one in place which would potentially be brought forward as part of this partnership. The development team would initiate a capital campaign through galas, events, direct solicitation and donations, and grant writing. Marketing consists of taking the brand/image/message to the public through digital and traditional social media and graphic artist/videographer. Further, contractual support would consist of legal, accounting, transportation, cleaning, grounds, and maintenance.

Vice Chair Hudak temporarily left the dais at 7:56 p.m. and returned at 7:58 p.m.

Mr. Pastor commented on the importance of educating the youth and public on the maritime industry, as it is a $13 billion economic engine; so, the creation of this partnership has great potential.

Continuing, Ms. Mory outlined the preliminary budget. The staffing plan would be around $840,000 and operations would be just over a half a million dollars. Potential revenues would consist of entrance fees - weekdays - $200,000; entrance fees - weekends - $280,000; and memberships - $30,000. Ms. Mory said staff, along with the Guy Harvey Foundation, want to assure that the facility is accessible to all income levels by allowing free admission like the St. Lucie Aquarium does on Tuesdays. Further, she said the potential partnership with Guy Harvey will allow for co-branding, so a gift shop is being proposed as an additional revenue source. The facility could also potentially be utilized as a rental space for special events; for a total proposed revenue source of $672,000. Ms. Mory stated that the total cost for running the facility would be around $1.4 million/year, which is more than the revenue, so the organization would need to raise an additional $730,000/year through grants, sponsorships, etc. Furthermore, staff looked at other business models and was advised that in order to open the doors on this facility, there should be at least three (3) years of operational costs banked, which would be over $4 million.

Mr. Pastor stated that you must be conservative when throwing numbers around, but the comments and feedback that have been received thus far are extremely positive; therefore, he does not foresee there being issues with retrieving and sustaining the funds overtime.

Lastly, Ms. Mory outlined that proposed scheduled: consideration of the Board to approve a scope of services for the design of the Exploratorium, three (3) month turnaround for staff to generate three (3) interior design options, which will be included in the sponsorship formation. The proposed design completion is December 2022, followed by permitting and bidding, starting construction around June 2023, anticipated grand opening December 2024. Further, she explained that although the additional expenditures made this evening pushed this project back, it is not detrimental.

Mr. Pastor said some of the components within the schedule may be accelerated, but it is better to be conservative. Further, although there is a deficit with this project because of the other projects, he is very optimistic that companies will step up and be a part of this project.

Mr. Drosky said he visited the Manatee Lagoon in Riviera Beach, which was similar but did not have an entrance fee and asked how that works.

GENERAL ITEMS - CONTINUED

Mr. Pastor replied that the title sponsor for that facility is FP&L; whereby, there isn't a fee due to deficit financing. He expressed the importance of forming partnerships with large corporations, as their buy-in is important for the success of the facility. Thereafter, he commented on a facility in Tampa that is sponsored by Teco People's Gas and is the largest attended venue in the State without an admission price.

In response to Chair Ganz's question, Ms. Mory replied that the additional costs for the other two (2) projects are not critical to this project's timeline.

5. CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Work Authorization with Bermello Ajamil & Partners, Inc., for creative conceptual design services for interior spaces of the Sullivan Park Facility Phase II Project in an amount not to exceed $88,750.00; authorizing execution of the Work Authorization; and providing for an effective date. *(Funds from Account #190-8000-559-63-04 - Infrastructure and Capital Improvements)*

The Resolution was read by title only.

Kris Mory, Director of Economic Development, introduced James Bowers, Bermello Ajamil & Partners (B&A), architect.

Mr. Bowers provided a brief PowerPoint Presentation. He stated that B&A has partnered with Basemint Creative and outlined the team, as well as brands they previously worked with, i.e. Disney, Universal, SeaWorld, NBC, etc. The main focus for this project will be themed areas, recreation, retail and entertainment and education. The two (2) components for this project are creative and technical; whereby, the creative side focuses on the creation of the concept and assuring the story is brought into the entire process for users. Once the creative side is completed and approved, the team will dive into the technical side which focuses on program development, master planning, and applying it to the project. Thereafter, he outlined notable projects completed by the team, Jimmy Fallon Race Through NY for NBC, the Fast & Furious in Orlando and Beijing, and the Sesame Street at SeaWorld in Orlando. Further, Mr. Bowers said specialty integration is key, as it makes the project unique for users to remember, and can be done through projection mapping, special effects, interactive experiences, sound, and specialty lighting. Thereafter, he displayed the projects previously mentioned and the work that went into each. Lastly, Mr. Bowers said the team is looking forward to bringing this exciting project to fruition.

Vice Chair Hudak spoke in support of the project.

Chair Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

Mr. Drosky asked that staff keep the Board engaged with the process.

MOTION was made by Mr. Drosky, seconded by Mr. Parness, to approve Item 5, adopted CRA Resolution 2022/005. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

7. Presentation regarding the FY 2021 Annual Report.

Kris Mory, Director of Economic Development, advised that the CRA has filed the FY2021 Annual Report with the State of Florida, which is a statutory requirement; thereafter, she displayed the report.

In response to Chair Ganz's question, Ms. Mory replied that the fishing pier improvements will be outlined in the mid-year accomplishments and are expected to be completed in two (2) months.

GENERAL ITEMS - CONTINUED

8. Presentation regarding Fiscal Year 2022 Mid-Year Accomplishments.

Kris Mory, Director of Economic Development, outlined the FY22 mid-year accomplishments via PowerPoint. The budget allocation consists of operating, debt services, contractual services, programs and capital projects. Thereafter, she listed the capital improvement projects: island mobility and ADA compliance; S-Curve undergrounding and streetscape, which is in the final phase of redesign and will be bid within 30 days; main beach parking lot railing and seating; Ocean Way bollards; warranty work, which includes the inground LED lights on the S-Curve and the touch screen at the Kirk Cottrell Pavilion; Sullivan Park Facility research and development; and main beach parking lot wayfinding. Ms. Mory also outlined various programs: fishing pier improvements which consist of signage showcasing fish art, the City's accomplishments, volleyball community, and the brag board which will be completed in two (2) months. Other programs include public art, community policing, boat parade, Ocean Way holiday, and professional development and networking.

Continuing, Ms. Mory said the estimated FY22 carryover is approximately $7.2 million and the estimated FY23 new tax increment revenue is $4.8 million for an estimated available tax increment revenue of just under $12 million; however, the debt service is $1 million, regularly funded programs and operating expenses is estimated at $1.3 million and other contractual services is estimated at $350,000. Therefore, the projected tax increment funding available for capital projects is approximately $9.1 million. Thereafter, she outlined the FY23 priority projects and their costs: S-Curve utility undergrounding and lighting is approximately $2 million, Ocean Way bollards - $2.4 million and island mobility and ADA improvements - $1.2 million; with $3.4 million remaining. The Sullivan Park Facility is estimated at $3.6 million and will not be feasible in FY23; however, as previously discussed it can be funded in FY2024.

ADMINISTRATION COMMENTS

CRA DIRECTOR

Boat Parade - Kris Mory, Director of Economic Development, presented the Board with the Boat Parade Award.

CITY MANAGER

None.

CITY ATTORNEY

None.

BOARD COMMENTS

MR. HUDAK

None.

MR. PARNESS

None.

MR. DROSKY

None.

VICE CHAIR PRESTON

None.

BOARD COMMENTS - CONTINUED

CHAIR GANZ

Community Policing - Chair Ganz advised that improvements have been made, and thanked staff for ensuring adherence to the rules.

Thank You - Chair Ganz thanked CRA staff for keeping up with the projects and holding vendors accountable for the upkeep of the equipment.

PUBLIC COMMENT

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, commended CRA staff and thanked them for all they do.

ADJOURNMENT

MOTION was made by Vice Chair Hudak, seconded by Mr. Parness, to adjourn the meeting at 8:39 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk

Community Redevelopment Agency Meeting - June 14, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, June 14, 2022, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The June 14, 2022, Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the June 14, 2022 meeting will be available at http://www.deerfield-beach.com/1554/Meetings-Agendas.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

1. **In Person Attendance**. Attend in person in the City Commission Chambers.

2. **Zoom**

   a. **Via Zoom Online** - Access to the meeting will begin at 6:45 PM on June 14, 2022.
      i. Use the following link below to access the meeting via Zoom:
https://deerfield-beach.zoom.us/j/89362465720?pwd=d213Q0dNQ3BZVC9aNUNHbDZrZ1dGZz09
      ii. The video camera display feature is disabled for public use

   b. **Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 893 6246 5720#, Participant ID: #, Password: 788637#

For more information on using Zoom, please visit Zoom Support at the following link: https://support.zoom.us/hc/en-us.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.

2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.

3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.

City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet
File Number: I.D. 2022-1252

Agenda Date: 6/14/2022 **Status:** General Items

In Control: Community Redevelopment Agency (CRA)

Title

CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), authorizing the expenditure of $152,066.15 on Comcast of South Florida II, Inc. ("Comcast") for Comcast to underground Comcast's aerial utility lines along the S-Curve as part of the City's S-Curve Streetscape Improvements Project; authorizing execution of an agreement with Comcast; and providing for an effective date. *(Funds from Account #190-8000-539-63-11 - Lighting)*

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: $152,066.15
Account Name: Lighting
Account Number:190-8000-539-63-11

Background/History

In August 2019, the CRA Board approved $1,750,000 to be allocated to the S-Curve utility undergrounding, lighting and streetscape improvement project. At the March 10, 2020 CRA Board Meeting, the Board approved Resolution 2020/001 authorizing a Work Authorization with Carnahan, Proctor & Cross (CPC) for design, permitting and construction administration services for an amount not to exceed $194,000.00.

Current Activity

CPC has completed construction plans that incorporate Comcast's design for undergrounding Comcast utilities. A Comcast Quote/Invoice needs to be approved to allow Comcast to initiate the permitting and construction phases of their work.

Recommendation

Staff recommends approval. If approved, adequate funds are available in the Lighting (1908000-5396311) line item to fund the $152,066.15 expense.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING THE EXPENDITURE OF $152,066.15 TO COMCAST OF SOUTH FLORIDA II, INC. ("COMCAST") FOR COMCAST TO UNDERGROUND COMCAST'S AERIAL UTILITY LINES ALONG THE S-CURVE AS PART OF THE CITY'S S-CURVE STREETSCAPE IMPROVEMENTS PROJECT; AUTHORIZING EXECUTION OF AN AGREEMENT WITH COMCAST; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the S-Curve is the commercial and retail center of the barrier island and beach area within the CRA and is the location of many shops and restaurants; and

WHEREAS, in August 2019, the CRA Board approved $1,750,000 to be allocated to the S-Curve utility undergrounding, lighting and streetscape improvement project (the "Project"); and

WHEREAS, at the March 10, 2020 CRA Board Meeting, the Board approved Resolution 2020/001, authorizing a Work Authorization with Carnahan, Proctor & Cross, Inc. ("CPC") for design, permitting and construction administration services for the Project in an amount not to exceed $194,000.00; and

WHEREAS, on March 24, 2021, the Board approved an amendment to the Work Authorization for $14,750.00 for additional surveying tasks associated with utility easements that were identified by FPL, Comcast and AT&T during their undergrounding design development; and

WHEREAS, CPC has completed construction plans that incorporate Comcast's design for undergrounding Comcast utilities along the S-Curve, and CPC has recommended to the CRA to have Comcast of South Florida II, Inc. ("Comcast") perform the undergrounding of Comcast's utility lines; and

WHEREAS, Comcast has provided CPC and the CRA with the enclosed quote in the total amount of $152,066.15 (the "Quote") for Comcast to underground Comcast's aerial utility lines along the S-Curve; and

WHEREAS, Section 38-116(3)(b)(2) of the City Code provides that procurements for utility services may be made without utilizing a sealed competitive method or written quotations method; and

WHEREAS, CRA staff recommends approving the expenditure to Comcast in the amount of $152,066.15 for Comcast to underground Comcast's utility lines along the S-Curve.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The CRA hereby approves the expenditure to Comcast in the amount of $152,066.15, consistent with the enclosed Quote, for Comcast, or Comcast's authorized contractors, to underground Comcast's utility lines along the S-Curve.

Section 3. The CRA Director is hereby authorized to execute an agreement with Comcast if necessary to effectuate Comcast's undergrounding of Comcast's utility lines along the S-Curve, provided that such agreement provides for a total expenditure for such services in an amount not to exceed $152,066.15 and the agreement is reviewed and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF ___________________, 2022.

____
BILL GANZ, CHAIR

ATTEST:

____
SAMANTHA GILLYARD, CLERK

comcast

Invoice

2601 SW 145th Avenue Suite #100
Miramar, FL 33027
Phone 3053180967

DATE April 13, 2022

Bill To:	CPC	*Quotation valid until:*	May 13, 2022
Contact Name	Bill Barbaro	*Prepared by:*	Ashli Hill
Street Address	814 S. Military Trail		
City, ST ZIP Code	Deerfield Beach, FL 33442		
Phone	561-512-2752		

Comments or special instructions: The quote is for the relocation of aerial to underground plant
S-Curve - Deerfield Beach

Description	Unit	Per	Quantity	AMOUNT
Construction Labor	Unit	Lump sum	1	$ 126,049.05
Construction Materials	Unit	Lump sum	1	$ 18,775.85
Comcast Internal Labor				$ 7,241.25
Total Cost of project				**$ 152,066.15**
Balance due from				

If you have any questions concerning this quotation, contact Ashli Hill 954-789-1156

Please make check payable to: Attention Flores Azucena
Comcast of South Florida II, Inc. JB0000987669
1100 Northpoint Parkway
West Palm beach FL 33407

City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet
File Number: I.D. 2022-1253

Agenda Date: 6/14/2022 **Status:** General Items

In Control: Community Redevelopment Agency (CRA)

Title
CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving an underground facilities conversion agreement and city right-of-way agreement for underground conversions with Florida Power & Light Company ("FPL") for FPL to underground FPL's utility lines along the S-Curve as part of the City's S-Curve Streetscapes Improvement Project; authorizing execution of the Agreements; providing for an effective date. *(Funds from Account #190-8000-539-63-11 - Lighting)*

Recommended Action
CRA Board to vote on Resolution

Fiscal Impact
Costs:$510,201.00
Account Name:Lighting
Account Number:190-8000-539-63-11

Background/History
In August 2019, the CRA Board approved $1,750,000 to be allocated to the S-Curve utility undergrounding, lighting and streetscape improvement project. At the March 10, 2020 CRA Board Meeting, the Board approved Resolution 2020/001 providing a Work Authorization with Carnahan, Proctor & Cross (CPC) for design, permitting and construction administration services for an amount not to exceed $194,000.00.

Current Activity
CPC has completed construction plans that incorporate FPL’s design for underground FPL utilities. An Underground Facilities Conversion Agreement needs to be executed to allow FPL to initiate the permitting and construction phases of their work.

Recommendation
Staff recommends approval. If approved, adequate funds are available in the Lighting (1908000-5396311) line item to fund the $510,201.00 expense.

CRA RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AN UNDERGROUND FACILITIES CONVERSION AGREEMENT AND CITY RIGHT-OF-WAY AGREEMENT FOR UNDERGROUND COVERSIONS WITH FLORIDA POWER & LIGHT COMPANY ("FPL") FOR FPL TO UNDERGROUND FPL'S UTILITY LINES ALONG THE S-CURVE AS PART OF THE CITY'S S-CURVE STREETSCAPES IMPROVEMENT PROJECT; AUTHORIZING EXECUTION OF THE AGREEMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in August 2019, the CRA Board approved $1,750,000 to be allocated to the S-Curve utility undergrounding, lighting, and streetscape improvement project (the "Project"); and

WHEREAS, at the March 10, 2020 CRA Board Meeting, the CRA Board adopted Resolution 2020/001, approving a Work Authorization with Carnahan, Proctor & Cross ("CPC") for design, permitting, and construction administration services for the Project in an amount not to exceed $194,000.00; and

WHEREAS, CPC has completed construction plans that incorporate Florida Power & Light Company's ("FPL") design for undergrounding FPL utility lines along the S-Curve (the "FPL Work"); and

WHEREAS, CPC has recommended that FPL complete the FPL Work; and

WHEREAS, Section 38-116(3)(b)(2) of the City Code provides that procurements for utility services may be made without utilizing a sealed competitive method or written quotations method; and

WHEREAS, FPL has provided the CRA with an Underground Facilities Conversion Agreement, attached as Exhibit "A", (the "Conversion Agreement") and a City Right-of-Way Agreement for Underground Conversions, attached as Exhibit "B", (the "ROW Agreement") to be executed to provide for FPL to initiate the permitting and construction phases of the FPL Work; and

WHEREAS, the current estimate for the FPL Work is $510,201.00; and

WHEREAS, CRA staff recommends the CRA Board approve and authorize execution of the Conversion Agreement with FPL, attached as Exhibit "A," for the FPL Work portion of the Project, and the ROW Agreement with FPL, attached as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby approves the Conversion Agreement with FPL, attached as Exhibit “A,” for the FPL Work portion of the Project and the ROW Agreement with FPL, attached as Exhibit “B”, to provide for FPL, or its authorized contractor, to underground the FPL utility lines along the S-Curve.

Section 3. The CRA Director is hereby authorized to execute the Conversion Agreement with FPL, attached as Exhibit “A,” and the City ROW Agreement with FPL, attached as Exhibit “B”, both subject to such non-substantial changes as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF ___________________, 2022.

____
BILL GANZ, CHAIR

ATTEST:

____
SAMANTHA GILLYARD, CLERK

Florida Power & Light Company, 4000 Davie Rd Ext, Hollywood FL 33024

FPL

March 25, 2022

Mr. Mark Dimascio
Capital Projects Manager
City of Deerfield Beach
1601 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

Re: City of Deerfield Beach
Overhead to Underground Conversion Project
S Curve
Binding Cost Estimate
WR #9579788

Dear Mr.DiMascio:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, we have completed the binding cost estimate for the project designated as the City of Deerfield Beach S Curve. The binding cost estimate amount, known as the Contribution in Aid of Construction (C.I.A.C.), required for converting the area to underground is $511,443. The underground drawings for the project are being finalized and a full set will be sent to you once they are complete. In addition, the cost estimate includes a more than $188,396 adjustment credit for both FPL's ASRC (Avoided Storm Restoration Cost) waiver and as required in the CIAC formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- FPL performs All of the underground work.
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the Town.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $510,201 before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned, and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 954-321-2114.

Sincerely,

Ozzie Alvarodiaz

Ozzie Alvarodiaz
Lead Project Manager
Overhead to Underground Conversions
FPL Power Delivery

Attachments

Overhead to Underground Conversion - Customer Cost Sheet

Project: City of Deerfield Beach | **Date Estimate Provided to Customer:**

FPL Performs All Work

1)	**$**	**276,266**	The estimated cost to install the requested underground facilities
2)	**$**	**159,320**	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3)	**$**	**264,253**	The net book value of the existing overhead facilities
4)	**$**	**(126,661)**	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5)	**$**	**-**	The estimated salvage value of the existing overhead facilities to be removed
6)	**$**	**(40,354)**	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7)	**$**	**(21,381)**	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")
Total CIAC	**$**	**511,443**	Contribution-In-Aid-of Construction
Engineering Dep	**$**	**1,242**	Less the Engineering Deposit previously collected for this project.
Net Due to FPL	**$**	**510,201**	

Cost Breakdowns for Customer Contributions

	Total		Labor/Vehicle		Material		Direct Engineering, Supervision, and Support
New UG Install (+)	$	276,266	$ 137,286	$	102,815	$	36,165
Credit for equivalent OH (-)	$	(126,661)	$ (59,985)	$	(49,983)	$	(16,693)
OH Removal Cost & Make Ready (+)	$	159,320	$ 92,505	$	47,279	$	19,536
Total	**$**	**308,925**	**$ 169,806**	**$**	**100,111**	**$**	**39,008**
Net Book Value (+)	$	264,253					
Operational Costs Differential	$	(40,354)	0.20	miles		$205,862 per mile	
Avoided Storm Rest Costs	$	(21,381)				$109,074 per mile	
Salvage Value (-)	$	-					
Total CIAC	**$**	**511,443**					
Engineering Deposit (-)	$	1,242	Engineering deposit previously collected				
Net Due FPL	**$**	**510,201**					

Major Material Breakdown

	Quantity	Item
Install	12,686	Primary UG Cable (feet)
	0	UG Switch Cabinet (0 Vista Sw's)
	2	UG Transformer (each)
	0	Splice box for UG feeder (each)
Remove	5,963	OH Primary Conductor (feet)
	16	Poles (each)
	4	OH Transformer (each)
	1,655	Primary UG Cable (feet)

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this ____ day of ____________, 20_______, by and between __________ CITY OF DEERFIELD BEACH (Applicant"), with an address of 1601 E. Hillsboro Blvd. Deerfield Beach, FL 33441 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"):

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.

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)	$ 532,824
ii. ASRC	$ -21, 381
iii. CIAC Due	**$ 511, 433**

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:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants 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.

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.

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
    c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

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

APPLICANT	**FPL**
Signed______________________________	Signed ________________________________
Name ______________________________	Name _________________________________
Title _______________________________	Title __________________________________

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______________________________

Name_______________________________

Title _______________________________

CITY/COUNTY RIGHT-OF-WAY
AGREEMENT FOR UNDERGROUND CONVERSIONS

THIS AGREEMENT (the "**Agreement**") is made and entered into this ________ day of ____________, 20______ by and between _City of Deerfield Beach__ (***"Local** Government"*), a Florida municipal corporation or county with an address of _1601 E. Hillsboro Blvd Deerfield Beach, FL 33441_ 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, Local Government has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "***Conversion***"): ____A1A NE 20TH AVE DEERFIELD BEACH

____
____
____
____
____
____
________________ (collectively, the "***Existing Overhead Facilities***") to underground facilities, including transformers, switch cabinets and other appurtenant facilities some of which may be installed above ground (collectively, the "***Underground Facilities***") and has further requested that certain of the Underground Facilities be placed in certain of its road rights-of-way (***"Local Government ROW"***) and/or certain road rights-of-way owned by or under the jurisdiction of other agencies ***("Other ROW"***). Local Government ROW and Other ROW may be referred to collectively as ***"ROW"***; and

WHEREAS, the Local Government has agreed to pay FPL the cost of such Conversion as required by FPL's electric tariff and Section 25-6.115 of the Florida Administrative Code and has or will enter into a separate Underground Facilities Conversion Agreement with FPL; and

WHEREAS, FPL is willing, subject to the terms and conditions set forth in this Agreement, FPL's electric tariff and Section 25-6.115 of the Florida Administrative Code, to place certain of the Underground Facilities in the ROW.

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

1. The foregoing recitals are true and correct, and are hereby incorporated by reference into this Agreement.

2. **Conditions Precedent to Placement of Underground Facilities in ROW**

(a) Local Government covenants, represents and warrants that:

(i) Local Government has full legal right and authority to enter into this Agreement;

(ii) Local Government has full legal right and authority to take all actions and measures necessary to fulfill Local Government's obligations under this Agreement;

(iii) Local Government hereby authorizes the use of the ROW by FPL for the purposes stated herein.

(b) All applicable permits for FPL to install, construct, or maintain Underground Facilities in ROW must be issued on a timely basis by the appropriate agency, subject to the timely filing for permits by FPL.

(c) Local Government agrees to provide, at its expense, a legal description that is acceptable to FPL of the ROW to be occupied by the Underground Facilities at a time before FPL initiates the design of the Underground Facilities. Said legal description shall be made part of this Agreement and attached as Exhibit "A".

(d) FPL agrees to identify and document all existing FPL underground facilities within the ROW that will not be included under this Agreement. Local Government shall reimburse FPL's reasonable costs and expenses to deliver said documentation. Said documentation shall be made part of this Agreement and attached as Exhibit "B".

(e) FPL warrants that the design of the Underground Facilities to which Local Government has agreed are in compliance with all operational and safety guidelines, codes and standards. FPL and Local Government have mutually agreed upon the location of the facilities within the ROW as per the construction drawings. Said construction drawings shall be attached as Exhibit "C" to this agreement, are part of this agreement, and may be amended to reflect changes to location of facilities as required.

3. **Relocation and Rearrangement of FPL Facilities.** If the Local Government or other agency with control over the Local Government ROW or Other ROW, for any reason whatsoever, requires that FPL relocate or rearrange, in whole or in part, any Underground Facilities (as they are to exist as a result of this Conversion, or as they may later be modified, upgraded, or otherwise altered) from or within the Local Government ROW or Other ROW, the Local Government, notwithstanding any language to the contrary in any applicable permit or franchise agreement, and prior to any such relocation by FPL, shall provide FPL with a substitute location, satisfactory to FPL, obtain any easements that may be necessary, and shall pay FPL for the costs of any such relocation, adjustment or rearrangement, now or in the future. Local Government shall reimburse FPL for all costs to locate, expose, protect or support the Underground Facilities, whether underground or above ground, in the event of future construction or excavation in close proximity to the Underground Facilities, when such services are required by Local Government or other agency with control over the Local Government

ROW or Other ROW Local Government shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Underground Facilities in Local Government ROW and, to the extent reasonably practicable, in Other ROW.

Local Government shall only be responsible for relocation costs associated with replacement facilities conforming to FPL standards in effect at the time of relocation. Any costs associated with the replacement facilities to provide increased capacity, improved reliability, future use facilities, or other such enhancements over and above the FPL standards in effect at the time of the relocation shall not be the responsibility of Local Government.

Nothing herein shall preclude Local Government from obtaining reimbursement for any and all costs requiring FPL to relocate or rearrange any of its Underground Facilities from that entity which initiated the requirement for the relocation or rearrangement of the facilities, excluding only other agencies which own or have jurisdiction over the ROW.

FPL shall be responsible for any and all costs of removal or relocation when such removal or relocation is initiated by FPL. Additionally, FPL agrees that when any portion of a street is excavated by FPL in the location, relocation or repair of any of its facilities when said location, relocation or repair is initiated by FPL, the portion of the street so excavated shall, within a reasonable time and as early as practical after such excavation, be replaced by FPL at its expense in a condition as good as it was at the time of such excavation.

4. **Abandonment or Sale of Local Government ROW.** If the Local Government desires to subsequently abandon or discontinue use of the Local Government ROW, and ownership of the land is transferred to a private party, the Local Government, as a condition of and prior to any such sale, abandonment, or vacation, shall grant FPL an easement satisfactory to FPL for the Underground Facilities then existing within the ROW or require the transferee to so grant FPL an easement satisfactory to FPL at the time of transfer. If ownership of the Local Government ROW is transferred to another public entity, that public entity shall take the ROW subject to the terms and conditions of this Agreement.

5. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities placed in the ROW.

6. **Title and Ownership of Underground Facilities**. Title and ownership of Underground Facilities installed by FPL as a result of this Agreement shall, at all times, remain the property of FPL.

7. **Conversion Outside ROW**. In the event that the FPL Underground Facilities are not, for any reason other than the sole error of FPL or its contractors,

constructed within the ROW, Local Government shall grant or secure, at Local Government's sole cost and expense, new easements or ROW grants for the benefit of FPL for the placement of the Underground Facilities in these areas, and shall secure subordinations of any mortgages affecting these tracts to the interest of FPL. In the alternative, at the discretion of Local Government, Local Government shall reimburse FPL for all costs incurred to remove said facilities which were constructed outside the ROW and for reinstallation within the ROW. FPL shall be responsible at completion of construction for notifying Local Government in writing of FPL's approval and acceptance of the conversion as being constructed within the ROW. Upon acceptance there shall be no further responsibility on the Local Government for relocations referenced in this paragraph.

8. **Agreement Subject to FPL's Electric Tariff.** 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.

9. **Venue; Waiver of Jury Trial**. This Agreement shall be enforceable in Martin County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Martin County, Florida. By entering into this Agreement, FPL and the Local Government expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Attorney Fees.** In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own cost and expenses incurred and extended in connection therewith, including, but not limited to attorneys' fees and court costs through all trial and appellate levels.

11. **Assignment.** The Local Government shall not assign this Agreement without the written consent of FPL

12. **Recording.** This Agreement shall be adopted by the Local Government and maintained in the official records of Local Government 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.

13. **Conflict between Terms of Permit or Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government and FPL, the terms of this Agreement shall control.

14. **Notice.** Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, telecopied, sent by Federal Express or a comparable overnight service or by U. S. registered or certified mail, with return receipt requested and postage prepaid to each party at their respective addresses set forth below:

As to Local Government:

____
____
____
____
____

With copies to:

____
____
____
____
____

As to FPL:

____
____
____
____
____

IN WITNESS WHEREOF, Florida Power & Light Company and Local Government have executed this Agreement on the date first set forth above.

For **LOCAL GOVERNMENT:**

By:______________________________
(signature)

Name:____________________________
(print or type)

Title:_____________________________
(print or type)

By:______________________________
(signature)

Name:____________________________
(print or type)

Title:_____________________________
(print or type)

Approved as to Terms and Conditions:______________________________
(signature/title)

Approved as to Form and Legal Sufficiency:__________________________
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:______________________________
(signature)

Name:____________________________
(print or type)

Title:_____________________________
(print or type)

NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Deerfield Beach
Developer/Contractor Name City of Deerfield Beach
Location of Project: A1A NE 20TH AVE
City: City of Deerfield beach
FPL Representative Ozzie Alvarodiaz
Developer/Contractor Representative Mark DiMascio

Date of Meeting/Contact: March 25, 2022
Project Number/Name: City of Deerfield beach S curve OH/UG
Phone: 954-321-2114
FPL Work Request #/Work Order #: 9579788

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. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines**. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner**. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented**.

The National Electrical Safety Code ("NESC") 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. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC 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, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing 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 distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	**Travel** under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – **Equipment**)	(1926.1411 – **Cranes and Derricks**)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

***When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**
For personnel approaching **insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

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 the 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.

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

MDiMascio@deerfield-beach.com
Address

____
FPL Representative Signature

____
Date

____
Customer/Developer/Contractor Representative Signature

____
Date

Form 360 (Rev. 1/9/12)

City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet
File Number: I.D. 2022-1254

Agenda Date: 6/14/2022 **Status:** General Items

In Control: Community Redevelopment Agency (CRA)

Title
CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a special construction agreement with Bellsouth Telecommunications, LLC dba AT&T Southeast ("AT&T") for AT&T to underground AT&T's utility lines along the S-Curve as part of the City's S-Curve Streetscape Improvement Project; authorizing execution of the Agreement; providing for an effective date. *(Funds from Account #190-8000-539-63-11 - Lighting)*

Recommended Action
CRA Board to vote on Resolution

Fiscal Impact
Costs: Estimate - $222,582.61
Account Name:Lighting
Account Number:190-8000-539-63-11

Background/History
In August 2019, the CRA Board approved $1,750,000 to be allocated to the S-Curve utility undergrounding, lighting, and streetscape improvement project (the "Project"). At the March 10, 2020 CRA Board Meeting, the Board adopted Resolution 2020/001, approving a Work Authorization with Carnahan, Proctor & Cross ("CPC") for design, permitting and construction administration services for the Project in an amount not to exceed $194,000.00.

Current Activity
CPC has completed construction plans that incorporate AT&T's design for undergrounding AT&T utilities (the "Work"). A Special Construction Agreement needs to be executed to allow AT&T to initiate the permitting and construction phases of their Work (the "Agreement"). The Agreement provides that the CRA is responsible for AT&T's actual costs for completion of the Work. The CRA will be provided with a final bill after completion of all the Work. The current estimate for the Work is $222,582.61. If approved, adequate funds are available in the Lighting (1908000-5396311) account to fund the $222,582.61 expense.

Recommendation
Staff recommends approval of a construction agreement with AT&T for AT&T's portion of their construction work related to the Project.

CRA RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING A SPECIAL CONSTRUCTION AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, LLC DBA AT&T SOUTHEAST ("AT&T") FOR AT&T TO UNDERGROUND AT&T'S UTILITY LINES ALONG THE S-CURVE AS PART OF THE CITY'S S-CURVE STREETSCAPES IMPROVEMENT PROJECT; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in August 2019, the CRA Board approved $1,750,000 to be allocated to the S-Curve utility undergrounding, lighting, and streetscape improvement project (the "Project"); and

WHEREAS, at the March 10, 2020 CRA Board Meeting, the CRA Board adopted Resolution 2020/001, approving a Work Authorization with Carnahan, Proctor & Cross ("CPC") for design, permitting, and construction administration services for the Project in an amount not to exceed $194,000.00; and

WHEREAS, CPC has completed construction plans for the Project that incorporate Bellsouth Telecommunications, LLC dba AT&T Southeast's ("AT&T") design for undergrounding AT&T utilities ("AT&T Work"); and

WHEREAS, CPC has recommended that AT&T complete the AT&T Work; and

WHEREAS, Section 38-116(3)(b)(2) of the City Code provides that procurements for utility services may be made without utilizing a sealed competitive method or written quotations method; and

WHEREAS, AT&T has provided the CRA with a Special Construction Agreement to be executed to allow AT&T to initiate the permitting and construction phases of the AT&T Work, which provides that the CRA is to compensate AT&T for actual costs for completing the AT&T Work portion of the Project (the "Agreement"); and

WHEREAS, the current estimate for the AT&T Work is $222,582.61; and

WHEREAS, CRA staff recommends the CRA Board approve and authorize execution of the Agreement with AT&T, attached as Exhibit "A," for the AT&T Work portion of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby approves the Agreement with AT&T, attached as Exhibit "A," for the AT&T Work portion of the Project to provide for AT&T, or its authorized contractor, to underground the AT&T utility lines along the S-Curve.

Section 3. The CRA Director is hereby authorized to execute the Agreement with AT&T, attached as Exhibit "A," together with such terms as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF ____________________, 2022.

____
BILL GANZ, CHAIR

ATTEST:

____
SAMANTHA GILLYARD, CLERK

04/01/2022

City of Deerfield Beach CRA
Consulants representing City: CPC Engineering
814 Militray Trail, Deerfield Beach, FL 33422
George Alvear GAlvear@cpc-eng.com

RE: *Remove all AT&T aerial facilities and place underground on S-Curve Project:*

AT&T has received a request from you (or your company) to perform the following work:

REMOVE ALL AERIAL FACILITIES AND PLACE UNDERGROUND IN NEW 2-4" CONDUIT. STARTING AT NE CORNER OF NE 4TH COURT AND STATE RD A1A AND ENDING AT NE CORNER OF NE 1ST STREET AND STATE RD A1A. ESTIMATED COST $222,582.61

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. ***<u>The original signed contract must be received at the AT&T Southeast office address shown below before AT&T will proceed with any work</u>****.*

This quote is only valid for 60 days from the date of this letter. If I can be of further assistance, please do not hesitate to contact me at 954-328-3908.

Sincerely,

Arsenio Otero
954-328-3908
ATT Souteast Engineering

Project # A01XLWX Job Authority # 12A06001B

NOTE: Please associate the Project # above with the check or other form of payment.

<u>Return the original signed contract to:</u>

ATT Southeast
ATT CWO Coordinator
ATTN: Janet Ingram
1876 Data Drive
5th Floor North
Hoover, AL 35244

Payment in full is required within thirty days after the date of the AT&T invoice for the charges associated with the work performed.

SPECIAL CONSTRUCTION AGREEMENT

Project #: A01XLWX

Authority: 12A06001B
AT&T Contact: Arsenio Otero
Telephone #: 954-328-3908

Customer Name: City of Deerfield Beach/CPC Eng
Customer Number: 561-512-2752
Work Site Address: S-Curve Deerfield Beach

This Special Construction Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC. d/b/a AT&T Southeast ("AT&T") and City of Deerfield Beach/CPC Engineering ("Customer"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks**. This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction**. This Agreement is for the special construction as further described on Exhibit 1, attached hereto and incorporated herein by this reference ("Special Construction"). **Payment in full is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.**

3. **Early Termination**. Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

4. **Limitation of Liability**. AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, if and as may be applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

5. **Severability**. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

6. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

8. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

9. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

10. **<u>Modification.</u>** This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

11. **<u>Interpretation</u>.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

12. **<u>Applicable Law</u>.** This Agreement shall be governed and interpreted in accordance with the laws of the State of __Florida________, without regard to __Florida________'s conflict of law principles.

13. **<u>Attorneys' fees</u>.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

14. **<u>Authority</u>.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

15. **<u>No Precedent.</u>** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

16. **<u>Changes in Scope of Work and Unanticipated Conditions.</u>** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay said final bill. The final bill will be calculated based on AT&T's own billing practices and work performed, which Customer agrees to accept. The final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work, which customer acknowledges and agrees to. AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, in the event there exists any conditions in the field that are different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, as well as appropriate easements and/or right of way for the work, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

17. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its converted lines and any cabinets, terminals, or other facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

18. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below. This quote is only valid for 60 days from the date of this letter.

CUSTOMER		AT&T Southeast	
By		By	Arsenio Otero
	Printed Name		*Printed Name*
By		By	
	Authorized Signature		*Authorized Signature*
Title		Title	Mgr OSP Plng & Engrg Design
Date		Date	04/01/2022

EXHIBIT 1
DESCRIPTION OF SPECIAL CONSTRUCTION

REMOVE ALL AERIAL FACILITIES AND PLACE UNDERGROUND IN NEW 2-4" CONDUIT. STARTING AT NE CORNER OF NE 4TH COURT AND STATE RD A1A AND ENDING AT NE CORNER OF NE 1ST STREET AND STATE RD A1A.