



## City Commission Agenda Cover Memorandum

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<b>Originating Department:</b> Public Utilities (PU)	<b>Meeting Type:</b> Regular	<b>Advertised:</b> Required?: <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>ACM#:</b> <b>20494</b>
	<b>Agenda Date:</b> 08/31/2015		

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**Subject:**

Resolution No. 269-15 approving a Right-of-Way Consent Agreement for Fencing between the City of West Palm Beach and Florida Power and Light Company.

**Ordinance/Resolution:**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA APPROVING A RIGHT-OF-WAY CONSENT AGREEMENT FOR FENCING WITH FLORIDA POWER & LIGHT (FPL) ALLOWING INSTALLATION OF SECURITY FENCING ACROSS AN FLORIDA POWER & LIGHT EASEMENT AT THE WEST PALM COMMERCE PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**Staff Recommended Motion:**

Approve Resolution No. 269-15.

**Background:**

The proposed Right-of-Way Consent Agreement between the City of West Palm Beach (WPB) and Florida Power & Light (FPL) will allow for the installation by the City of security fencing across the existing FPL easement within the West Palm Commerce site. The fence is necessary to curtail the high incidence of trespassing which has occurred over the past years at an ever increasing level. Trespassers are gaining access to the M Canal levy and are dumping materials in the wetlands preserve mitigation area owned by the City. Public Utilities, the West Palm Beach Police Department, and FPL support the importance of reducing the illegal ingress/egress permitted by the present unsecured site conditions which exposes all parties to undue risk.

**Fiscal Note**

<b>Current Year:</b>	<b>Annualized:</b>	<b>Budgeted:</b>	<b>Unbudgeted:</b>	<b>Funding Source:</b>
				Other:
				Water & Sewer Capital Fund (453 Fund).

**Comment:** There is no fiscal impact for this Consent Agreement at this time. Public Utilities has approximately \$100,000 budgeted in the 453 Water and Sewer Capital Fund for this project.

**Electronic Attachments:** [Click here for assistance with naming convention.](#)

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Is this ACM related to a **Grant**?  Yes  No

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Is this ACM related to **Housing**?  Yes  No

Originating Department - Approved by: Poonam Kalkat on 08/18/2015

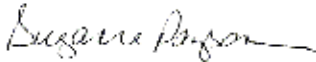


Poonam Kalkat

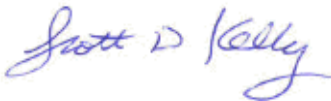
08/18/2015 Finance Department



08/18/2015 City Attorney's Department



08/18/2015 Asst. City Administrator



08/18/2015 City Administrator



[Return to Agenda](#)

**RESOLUTION NO. 269-15**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA APPROVING A RIGHT-OF-WAY CONSENT AGREEMENT FOR FENCING WITH FLORIDA POWER & LIGHT (FPL) ALLOWING INSTALLATION OF SECURITY FENCING ACROSS AN FPL EASEMENT AT THE WEST PALM COMMERCE PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City desire to install security fencing across an FPL easement at the West Palm Beach Commerce Park to prevent unlawful access to the City’s M Canal and wetlands preserve mitigation area; and

**WHEREAS**, as a condition of FPL’s approval of the improvements, FPL requires the City to enter into a Consent Agreement setting forth the conditions of FPL’s approval; and

**WHEREAS**, it is in the City’s best interest to enter into the Consent Agreement with Florida Power & Light in order that it may proceed with the improvements at the West Palm Commerce Park.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, that:**

**SECTION 1:** The City Commission of the City of West Palm Beach hereby authorizes the Mayor to enter into and execute a Consent Agreement between the City and Florida Power & Light in substantially the form attached hereto as Exhibit “A” (“Agreement”).

**SECTION 2:** Upon execution of two (2) originals of the Agreement by the Mayor, all originals shall be forwarded to Suzanne Payson, Assistant City Attorney, for further handling. One fully executed original shall be returned to the City Clerk to maintain as a public record.

**SECTION 3:** This Resolution shall take effect as provided by law.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2015.

Structure No.: B67T1-B67T2, A67T1-A67T2, 67T1-67T2  
Section, Township, Range: 02/43S/42E  
Easement No.: c08100010  
Parcel ID: 74424302070120000  
(Maintained by County Appraiser)

### **RIGHT-OF-WAY CONSENT AGREEMENT FOR FENCING**

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Company", hereby consents to the City of West Palm Beach, a Florida municipal corporation, whose mailing address is 401 Clematis Street, West Palm Beach, FL 33401, hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in Deed Book 1023, Page 680 of the Public Records of Palm Beach County, Florida. The said area within Company's right-of-way, hereinafter referred to as "Lands", more particularly described as follows:

All that portion of Florida Power & Light Company Easement dated June 23, 1953, recorded in Deed Book 1023 at Page 680, of the Public Records of Palm Beach County, Florida lying within the Southeast Quarter (SE ¼) of Section 02, Township 43 South, Range 42 East, all of the above said lands situate, lying and being in Palm Beach County, Florida.

The use of the Lands by Licensee, shall be solely for the purpose of fencing as shown on the plans and specifications submitted by Licensee, attached hereto as Exhibit "A".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owner of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its fence, which interferes with or prevents Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said fence within sixty (60) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's fence and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees to properly ground the fence in accordance with the FPL specifications, attached hereto as Exhibit "B".

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.

5. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.

6. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

7. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

8. Licensee agrees, at all times, to maintain the fence and keep the Lands clean and free of debris and agrees to promptly remove any debris caused by Licensee.

9. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, and without waiver of its sovereign immunity, to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees or any breach of this Agreement, except to the extent such claim is caused by the sole negligence of Company. Nothing contained herein shall be deemed to indemnify any of the FPL Entities against its own negligence, that of any other FPL Entity, or that of any party acting in behalf of any of the FPL Entities. It is expressly understood that this provision shall not be construed as a waiver of any right of defense that Licensee may have under Section 768.28 or any other statute.

10. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

11. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

12. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

13. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as Exhibit "A," the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for Licensee's benefit, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on Exhibit A to the Agreement, agrees to observe and fully comply with all construction,

operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electric Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

14. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

The parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witnesses:

\_\_\_\_\_  
Signature:  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature:  
Print Name: \_\_\_\_\_

FLORIDA POWER & LIGHT COMPANY

By: \_\_\_\_\_  
Its: Area Real Estate Manager  
Print Name: Samantha J. Saucier

Witnesses:

\_\_\_\_\_  
Signature:  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature:  
Print Name: \_\_\_\_\_

LICENSEE:  
City of West Palm Beach

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Exhibit "A" To Right-of-Way Consent  
 Agreement for Fencing



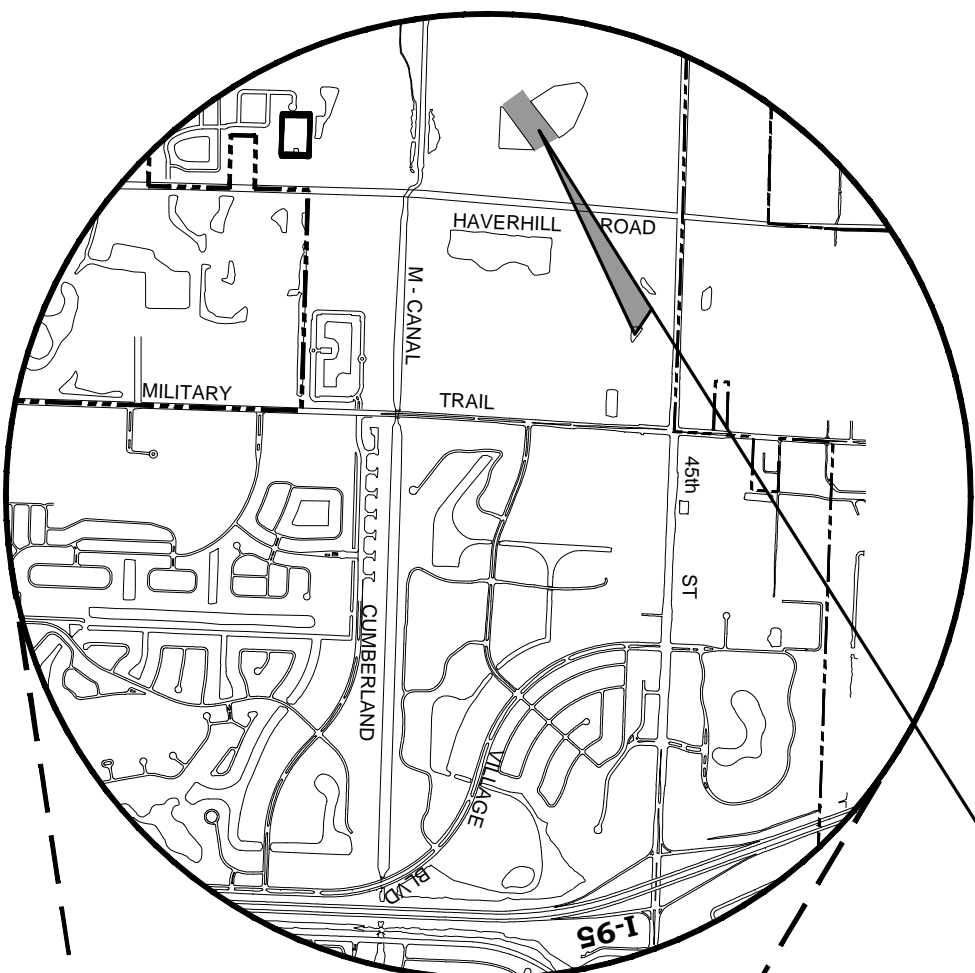
# CITY OF WEST PALM BEACH

## ENGINEERING & PUBLIC WORKS DEPARTMENT

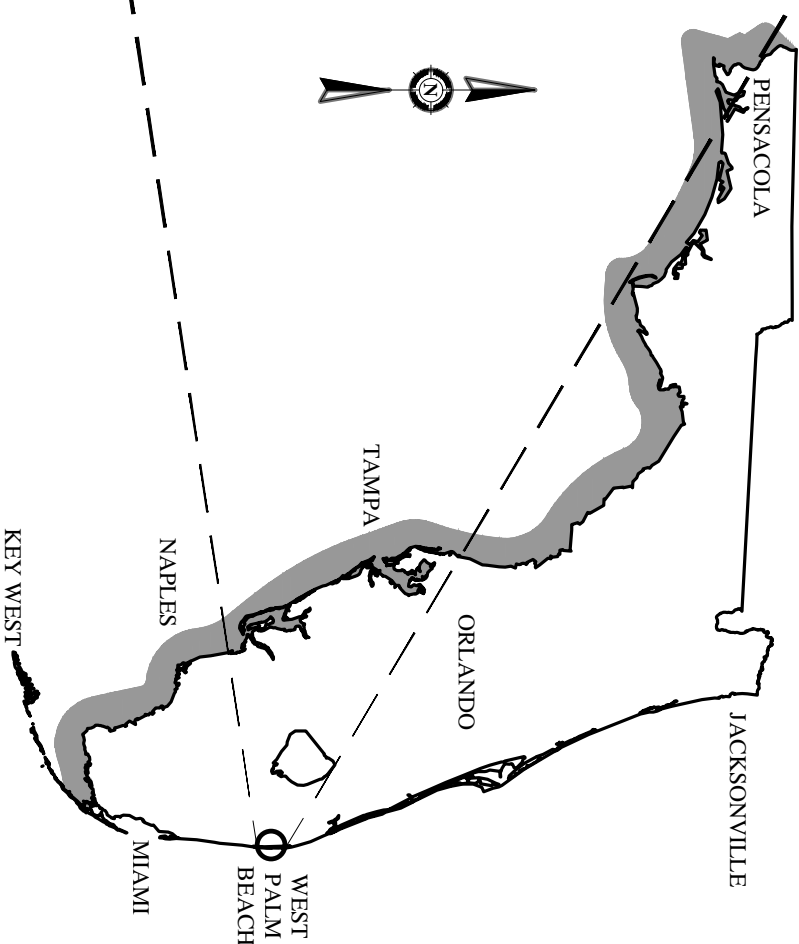
### SECURITY FENCE WITHIN F.P.L. EASEMENT at WEST PALM BEACH COMMERCE PARK

**INDEX OF DRAWINGS**

SHEET	COVER
1	COVER
2	SITE PLAN
3	FENCE DETAILS
4	FENCE DETAILS
5	F.P.L. DETAILS A-88018-4 - FENCE GROUNDING DETAILS
6	F.P.L. DETAILS A-88019-3 - FENCE GROUNDING DETAILS



**PROJECT LOCATION**



**LOCATION MAP**

N.T.S.

**MAYOR:**  
 GERALDINE MUOIO

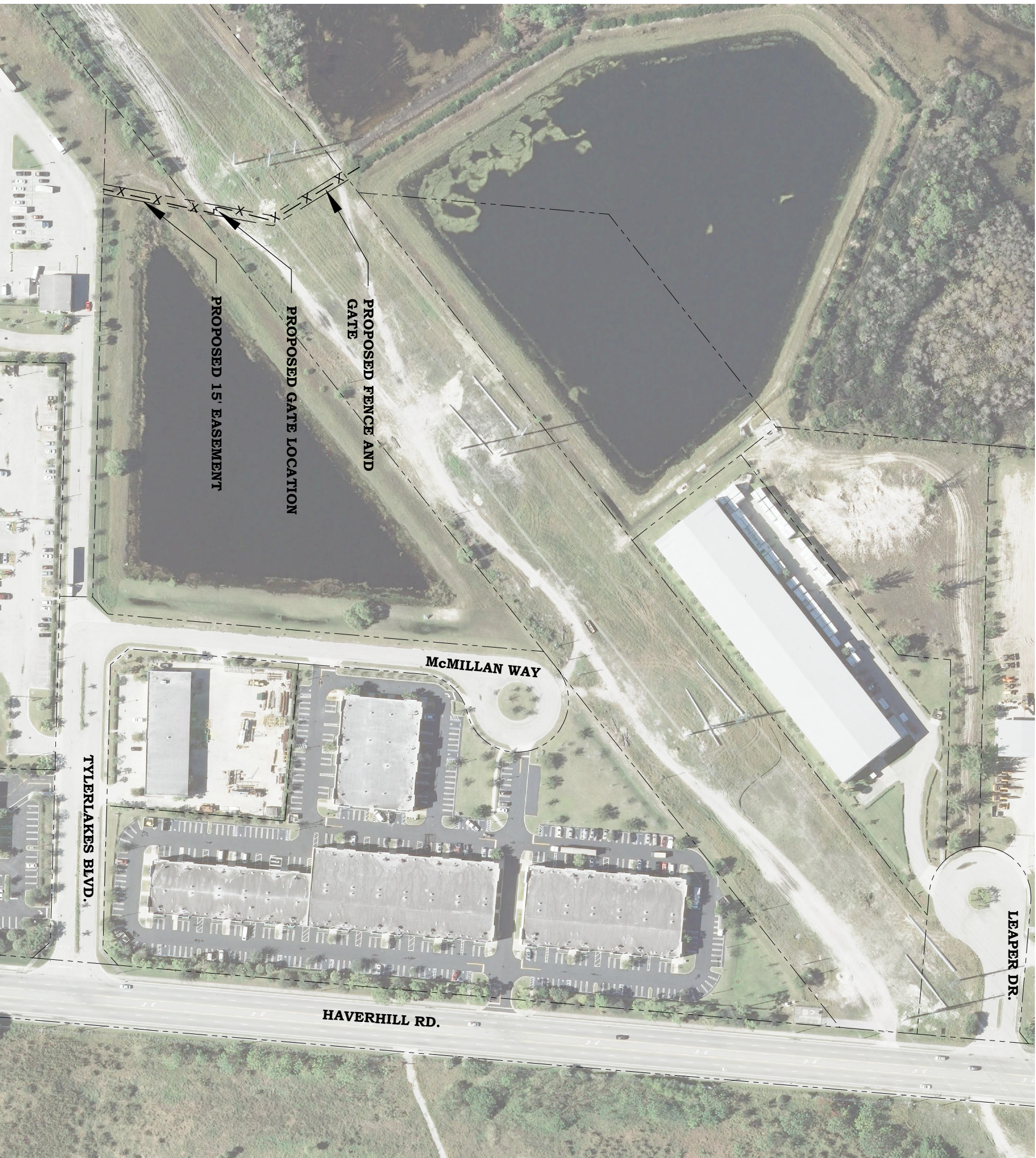
**COMMISSIONERS:**  
 DISTRICT #1 SYLVIA MOFFETT, President  
 DISTRICT #2 CORY NEERING  
 DISTRICT #3 PAULA RYAN  
 DISTRICT #4 KEITH A. JAMES  
 DISTRICT #5 SHANON MATERIO

**CITY ADMINISTRATOR:**  
 JEFFERY LEE GREEN

**ASSISTANT CITY ADMINISTRATOR:**  
**ENGINEERING & PUBLIC WORKS**  
 DANIELLE SLATERPRYCE, P.E.

REPRODUCTION:  
 ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS  
 MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS  
 MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.





**LEGEND**

— X — X — \*FENCELINE ALIGNMENT (TO SECURE ENTRY ONTO F.P.L. EASEMENT)

 GATE

**\*NOTE:**  
 393 LINEAR FEET OF 5 FT. WOVEN WIRE FENCE (2"x4" MESH, 12.5 GAUGE GALVANIZED) DOT SPEC. W/5" P.T. POST, EQUIPPED W/ 16 FT. (1) GATE TO ALLOW INGRESS AND EGRESS ONTO F.P.L. EASEMENT FOR MAINTENANCE AND MONITORING.  
 CONTRACTOR: ANYTHING IN FENCE

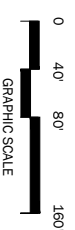


**CITY OF WEST PALM BEACH**  
 \*  
**ENGINEERING & PUBLIC WORKS DEPARTMENT**  
 401 CLEMENS ST.  
 4TH FLOOR  
 WEST PALM BEACH, FL 33410  
 PH: 561.494.1110  
 FX: 561.494.1116

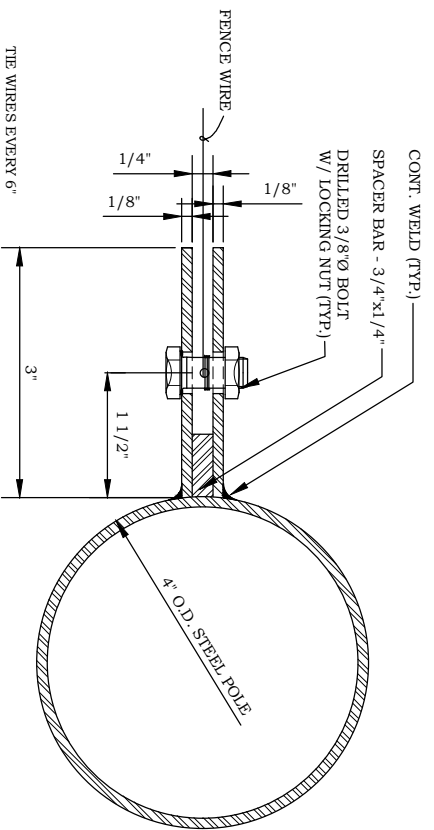
REVISIONS			
NO.	DATE	BY	DESCRIPTION

SCALE: AS SHOWN	SEALED:
DESIGNED BY: PP	
DRAWN BY: TBS	
CHECKED BY: PP	
DATE: NOV. 2014	
CAD FILE:	
WEST PALM COMMERCE PARK	

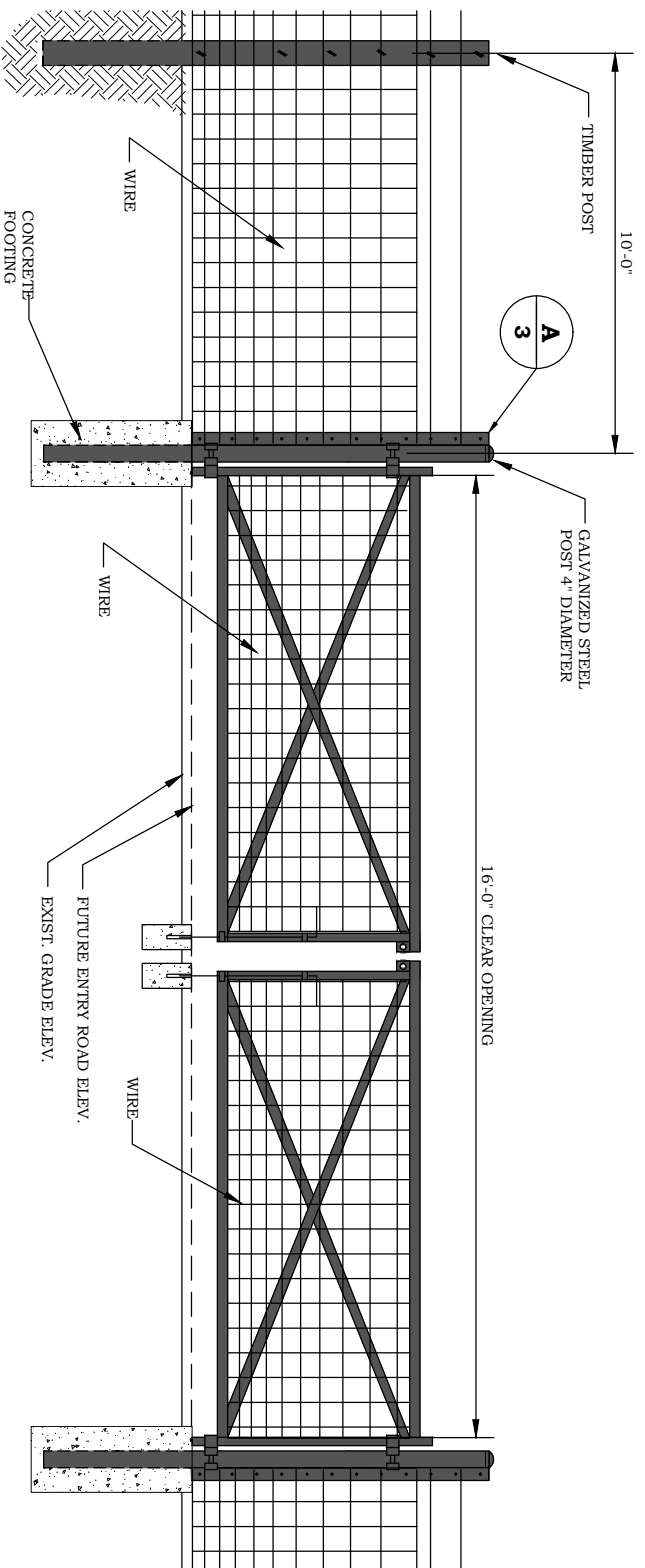
**SECURITY FENCE WITHIN F.P.L. EASEMENT at W.P.B. COMMERCE PARK SITE PLAN**







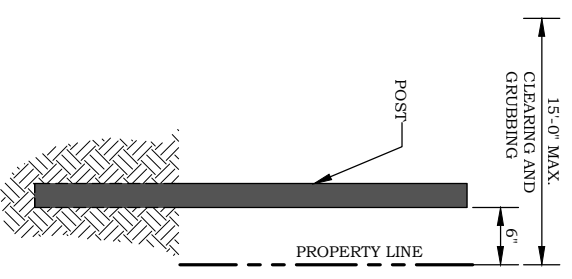
**A**  
**FENCE WIRE FASTENING @ STEEL GATE POST**  
N.T.S.



**A**  
**GALV. STEEL DOUBLE GATE (2 UNITS)**  
N.T.S.

**GENERAL NOTES**

1. THIS FENCE TO BE PROVIDED GENERALLY IN RURAL AREAS. FOR SUPPLEMENTAL INFORMATION SEE SECTION 550 OF THE POST SPECIFICATIONS.
2. FABRIC SHALL BE WOVEN WIRE, EITHER GALVANIZED STEEL, MEETING THE REQUIREMENTS OF ASTM A116, NO. 9 FARM, DESIGN NUMBER 1047-6-9, WITH CLASS 3 ZINC COATING, OR ALUMINUM COATED STEEL, MEETING THE REQUIREMENTS OF ASTM A584, NO. 9 FARM, DESIGN NUMBER 1047-6-9, WITH A MINIMUM COATING WEIGHT OF 0.40 OUNCES PER SQUARE FOOT. FOR ADDITIONAL INFORMATION SEE PAYMENT NOTE BELOW.
3. FENCE SHALL BE INSTALLED WITH WIRE SIDE TO PRIVATE PROPERTY EXCEPT ON HORIZONTAL CURVES GREATER THAN 3° THE FENCE SHALL BE INSTALLED SO AS TO PULL AGAINST ALL POSTS.
4. POSTS AND BRACES MAY BE EITHER STEEL, TIMBER OR CONCRETE. UNLESS A SPECIFIC POST MATERIAL IS CALLED FOR IN THE PLANS, THE CONTRACTOR MAY ELECT TO USE EITHER A SINGLE MATERIAL OR A COMBINATION OF STEEL, TIMBER OR CONCRETE MATERIAL. LINE POSTS OF ONE MATERIAL MAY BE USED WITH CORNER, PULL AND END POST ASSEMBLIES OF A DIFFERENT MATERIAL. LINE POSTS OF ONLY ONE OPTIONAL MATERIAL, AND PULL POST ASSEMBLIES OF ONLY ONE OPTIONAL MATERIAL, WILL BE PERMITTED BETWEEN CORNER AND END POST ASSEMBLIES. WITHIN INDIVIDUAL CORNER AND END POST ASSEMBLIES ONLY ONE OPTIONAL MATERIAL WILL BE PERMITTED.
5. TIMBER CORNER, PULL, APPROACH AND END POSTS ARE TO BE MINIMUM 5" DIAMETER, 10' LONG. TIMBER BRACES ARE TO BE MINIMUM 4" DIAMETER.
  - 5.1. STAPLES FOR LINE POSTS TO BE 1-1/4" MINIMUM LENGTH; FOR APPROACH, CORNER AND PULL POSTS 1-1/2" MINIMUM LENGTH, AT APPROACH, CORNER AND PULL POSTS, STAPLE EVERY LINE WIRE. AT LINE POSTS, STAPLE EVERY LINE WIRE IN TOP HALF AND ALTERNATE LINE WIRES IN BOTTOM HALF. STAPLES SHALL BE DRIVEN DIAGONALLY ACROSS THE LINE WIRE WITH THE POINTS IN SEPARATE GRAINS.
  - 5.2. CONNECTIONS BETWEEN TIMBER POSTS AND BRACES TO BE PROVIDED BY DOWELS AS SHOWN IN FASTENER DETAILS.
  - 5.3. WIRE TO BE WRAPPED AND TIED, AS SHOWN IN THE SPLICE DETAILS, AT THE FOLLOWING LOCATIONS:
    - (A) ALL END POSTS
    - (B) CORNER POST, INCLUDING THE ASSEMBLIES AT VERTICAL BREAKS OF 15° OR MORE
    - (C) PULL POSTS WHERE THE WIRE IS NOT SPLICED AND PULLED THROUGH THE ASSEMBLY; SEE GENERAL NOTE 16.
    - (D) FOR SUPPLEMENTAL INFORMATION SEE SECTION 954 OF THE SPECIFICATIONS.
6. STEEL LINE POSTS AND BRACES SHALL BE STANDARD STEEL POSTS, GALVANIZED AT THE RATE OF 2 OZ. PER SQ. FT., TOGETHER WITH NECESSARY HARDWARE AND WIRE CLAMPS AND MEETING THE FOLLOWING REQUIREMENTS:
  - 6.1. LINE POSTS: 8' LONG; 1.33 LBS. PER LIN. FT.; STUDDED; ANCHOR PLATE ATTACHED; WITH NECESSARY CLAMPS, ETC.
  - 6.2. APPROACH POSTS: 2-1/2" X 2-1/2" X 1/4" ANGLES, 8' LONG; FABRICATED FOR ATTACHING BRACE; WITH NECESSARY HARDWARE, CLAMPS, ETC.
  - 6.3. PULL, END AND CORNER POSTS: 2-1/2" X 2-1/2" X 1/4" ANGLES, 8' LONG; FABRICATED FOR ATTACHING BRACE; WITH NECESSARY HARDWARE, CLAMPS, ETC.
  - 6.4. 2" X 2" X 1/4" ANGLES WITH NECESSARY HARDWARE AND FABRICATED FOR ATTACHING TO POST.
  - 6.5. THE PULL, CORNER, APPROACH AND END POSTS ARE TO BE SET IN CONCRETE AS PER DETAIL. (ALSO SEE NOTE NO. 13)
  - 6.6. FOR SUPPLEMENTAL INFORMATION SEE SECTION 966 OF THE SPECIFICATIONS.
7. THE CONTRACTOR AT HIS OPTION, MAY USE ANY SUITABLE PRECAST OR PRESTRESSED CONCRETE POSTS; HOWEVER, APPROVAL BY THE ENGINEER OF POSTS NOT SHOWN ON THIS INDEX, WILL BE REQUIRED PRIOR TO CONSTRUCTION OF THE FENCE. PRECAST POSTS SHALL BE CLASS - CONCRETE. PRESTRESSED POSTS SHALL BE CLASS ---- CONCRETE. LENGTHS OF CONCRETE POSTS TO BE AS INDICATED FOR TIMBER POSTS.
8. ALUMINUM POST, BRACES AND ACCESSORY FRAMING HARDWARE SHALL NOT BE USED UNLESS THE PLANS SPECIFICALLY DETAIL THEIR APPLICATION OR THE ENGINEER SPECIFICALLY APPROVES THEIR INCORPORATION IN FENCE CONSTRUCTION OR REPAIR. ALUMINUM FRAMED GATES ARE PERMITTED AS DESCRIBED IN GENERAL NOTE 17.
9. THE WOVEN WIRE SHALL BE ATTACHED TO STEEL AND CONCRETE POSTS BY A MINIMUM OF FIVE THE WIRES. THE SINGLE WIRE TIES SHALL BE APPLIED TO THE TOP, BOTTOM AND THREE INTERMITTENT LINE WIRES. THE ENDS OF EACH THE WIRE SHALL HAVE A MINIMUM OF TWO TIGHT TURNS AROUND THE LINE WIRE. THE WIRES SHALL BE STEEL WIRE NOT LESS THAN 0.120" DIAMETER, ZINC COATING CLASS 3, SOFT TEMPER, IN ACCORDANCE WITH ASTM A641.
10. THE WOVEN WIRE SHALL BE STRETCHED ONLY UNTIL ONE-HALF THE TENSION CURL HAS BEEN PULLED OUT OF THE LINE WIRES.
11. POSTS TO BE SET BY DRIVING OR DIGGING. IF BY DIGGING, THE POSTS SHALL BE SET AT THE CENTER OF THE HOLE AND THE SOIL TAMPED SECURELY ON ALL SIDES.
12. LONGER POSTS THAN THOSE INDICATED ABOVE MAY BE REQUIRED BY THE PLANS OR FOR DEEPER INSTALLATIONS.
13. CONCRETE BASES FOR ANGULAR STEEL POSTS (PULL, CORNER, END AND APPROACH) SHALL BE CLASS - AS SPECIFIED IN SECTION 345 EXCEPT THAT THE REQUIREMENTS OF 345-5.1, 10 & 11 SHALL NOT APPLY. MATERIALS FOR CLASS - CONCRETE MAY BE PROPORTIONED BY VOLUME AND/OR BY WEIGHT.
14. PULL POST ASSEMBLIES SHALL BE INSTALLED AT APPROXIMATELY 330° CENTERS EXCEPT THAT THIS MAXIMUM INTERVAL MAY BE REDUCED BY THE ENGINEER ON CURVES WHERE THE DEGREE OF CURVATURE IS GREATER THAN 3 DEGREES.
15. CORNER POST ASSEMBLIES ARE TO BE INSTALLED AT ALL HORIZONTAL AND VERTICAL BREAKS IN FENCE OF 15° OR MORE.
16. A MAXIMUM LENGTH OF 1320' OF WIRE MAY BE INSTALLED AS A UNIT. FOR PULLS THROUGH A CORNER POST ASSEMBLY THE FABRIC SHALL BE SPLICED BY CRIMPING SLEEVES ONLY. PULLS THROUGH A CORNER POST ASSEMBLY WILL NOT BE PERMITTED.
17. UNLESS OTHERWISE CALLED FOR IN THE PLANS GATES SHALL BE COMMERCIALY AVAILABLE METAL SWING GATES ASSEMBLED AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS AS APPROVED BY THE ENGINEER. CHAIN LINK SWING GATES IN ACCORDANCE WITH INDEX NO. 452 MAY BE SUBSTITUTED FOR METAL SWING GATES AS APPROVED BY THE ENGINEER. GATE SIZE IS PULL OPENING WIDTH WHETHER SINGLE LEAF OR DOUBLE LEAVES. PAYMENT FOR GATES SHALL INCLUDE THE GATE, SINGLE OR DOUBLE, ALL NECESSARY HARDWARE FOR INSTALLATION AND ANY ADDITIONAL LENGTH AND/OR SIZE FOR POSTS AT THE OPENING. GATES SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR FENCE GATES, TYPE A, EACH.
18. FOR CONSTRUCTION AND PAY PURPOSES ASSEMBLIES ARE DEFINED AS FOLLOWS: END POST ASSEMBLIES SHALL CONSIST OF: ONE END POST, ONE APPROACH POST, TWO BRACES, FOUR DIAGONAL TENSION WIRES AND ALL NECESSARY FITTINGS AND HARDWARE. PULL POST ASSEMBLIES SHALL CONSIST OF: ONE PULL POST, TWO BRACES, FOUR DIAGONAL TENSION WIRES AND NECESSARY FITTINGS AND HARDWARE. CORNER POST ASSEMBLIES SHALL CONSIST OF: ONE CORNER POST, TWO APPROACH POSTS, FOUR BRACES, EIGHT DIAGONAL TENSION WIRES AND ALL NECESSARY FITTINGS AND HARDWARE.
19. THIS INDEX DETAIL S FENCING THAT IS CONSTRUCTED WITH FARM FABRIC 46-1/2" (47" NOMINAL) IN HEIGHT AND WITH SPECIFIC GROUND CLEARANCE AND SPECIFIC BARBED WIRE SPACINGS, AND IS TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR FENCING, TYPE A, LF. WHEN THE PLANS DETAIL OTHER COMBINATIONS OF MATERIALS OR VARIATION IN DIMENSIONS, THE FENCE SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR FENCING, TYPE A, (8') HEIGHT, LF. FENCING TYPE A, LF, SHALL BE INCLUSIVE OF THE LENGTHS OF PULL, END AND CORNER POST ASSEMBLIES BUT EXCLUSIVE OF GATE WIDTHS.
20. ASSEMBLIES SHALL BE PAID FOR AS FOLLOWS:
  - 20.1. CORNER POST ASSEMBLIES EACH.
  - 20.2. PULL AND END POST ASSEMBLIES, EACH.



**CLEARING AND GRUBBING**  
**(15' WIDE)**  
N.T.S.

**SECURITY FENCE WITHIN F.P.L. EASEMENT at W.P.B. COMMERCE PARK FENCE DETAILS**

SCALE: **AS SHOWN**

DESIGNED BY:	PP
DRAWN BY:	TBS
CHECKED BY:	PP
DATE:	NOV. 2014
CAD FILE:	

WEST PALM COMMERCE DETS

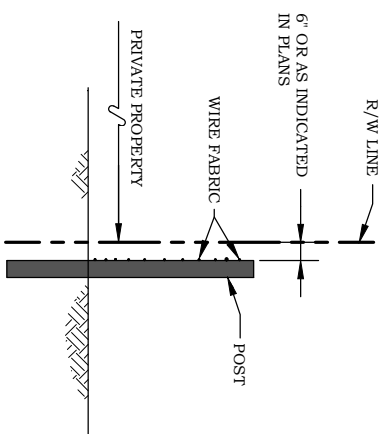
REVISIONS

NO.	DATE	BY	DESCRIPTION

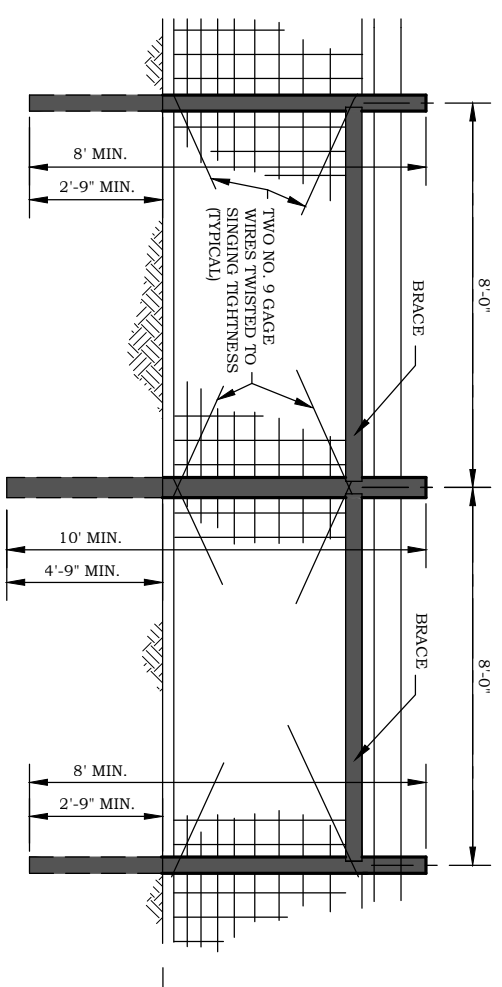
**CITY OF WEST PALM BEACH**  
**ENGINEERING & PUBLIC WORKS DEPARTMENT**

401 CLEMENS ST.  
4TH FLOOR  
WEST PALM BEACH, FL 33410  
PH: 561.494.1110  
FAX: 561.494.1116

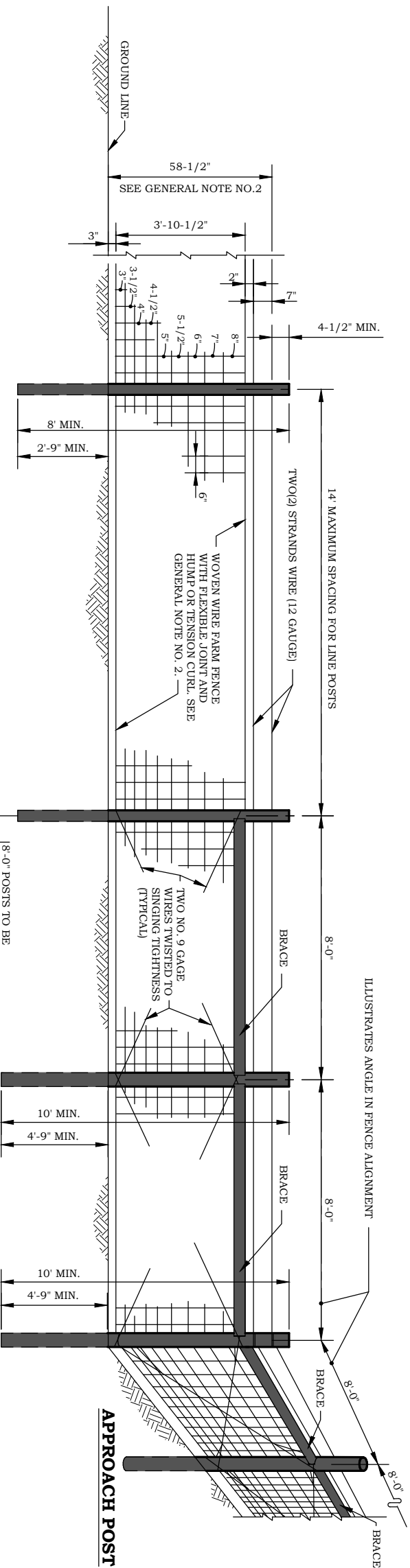




**FENCE POSITION AT LOCATIONS WITHOUT FRONTAGE ROADS**  
(REFER TO DETAIL PLANS FOR FENCE POSITION AT LOCATIONS WITH FRONTAGE ROADS)



**TIMBER POSTS ILLUSTRATED**



**LINE POST**

**LINE POST**

**APPROACH POST**

**CORNER OR END POST**

**TIMBER POSTS ILLUSTRATED**

NOTE:  
ALL PRESSURE TREATED WOOD TO BE TREATED WITH ALKALINE COPPER QUATERNARY FORMULA (ACQ) OR AN "APPROVED" ARSENIC AND CHROMIUM-FREE PRODUCT. INFORMATION AVAILABLE @ WWW.CHEMSPEC.COM

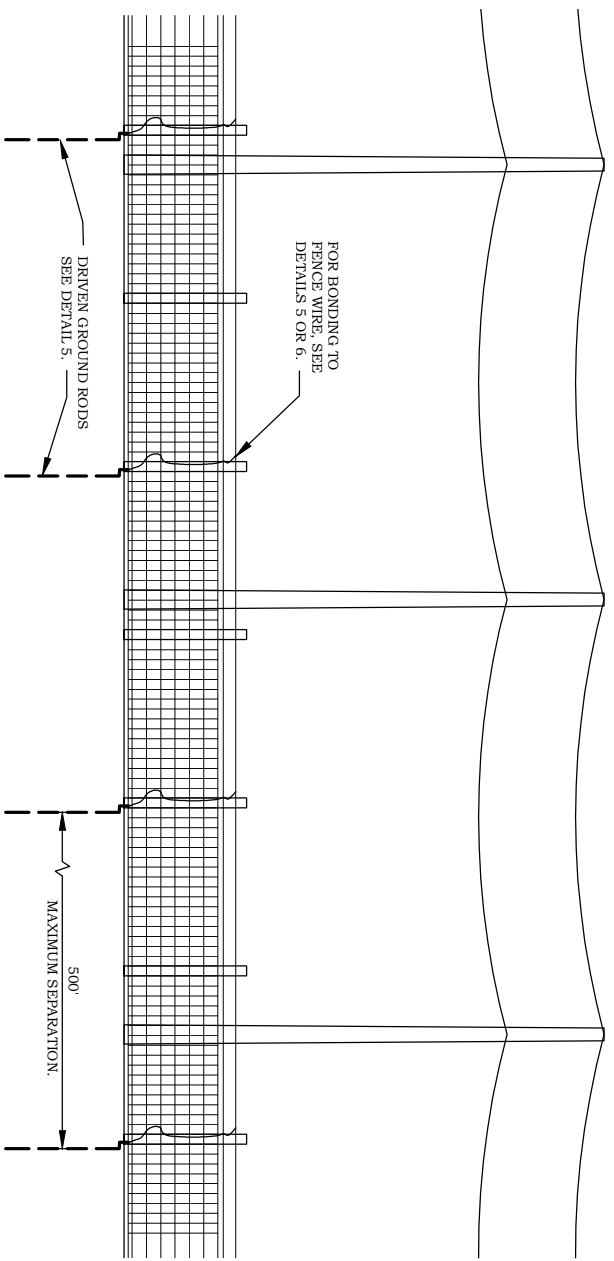


**CITY OF WEST PALM BEACH**  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
401 CLEMENS ST.  
4TH FLOOR  
WEST PALM BEACH, FL 33410  
PH: 561.494.1116  
FX: 561.494.1118

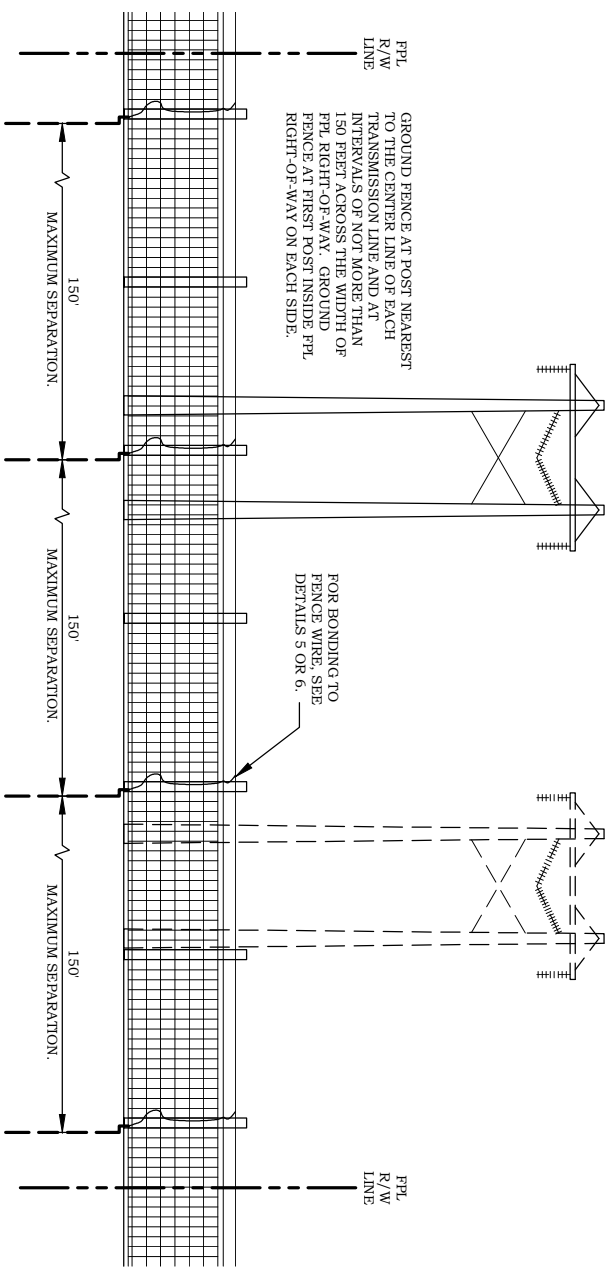
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DRAWN BY:	TBS		
CHECKED BY:	PP		
DATE:	NOV. 2014		
CAD FILE:			
	WEST PALM COMMERCE DETS		

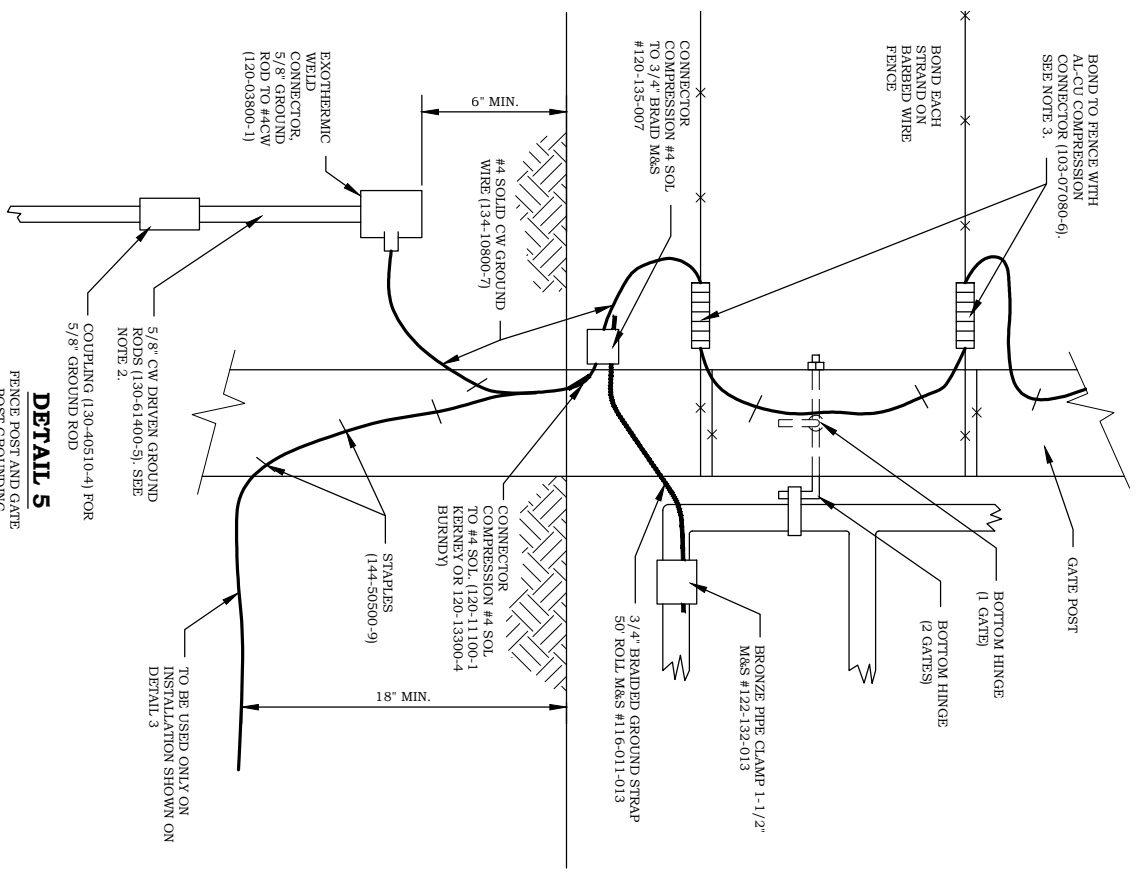
**SECURITY FENCE WITHIN F.P.L. EASEMENT at W.P.B. COMMERCE PARK FENCE DETAILS**



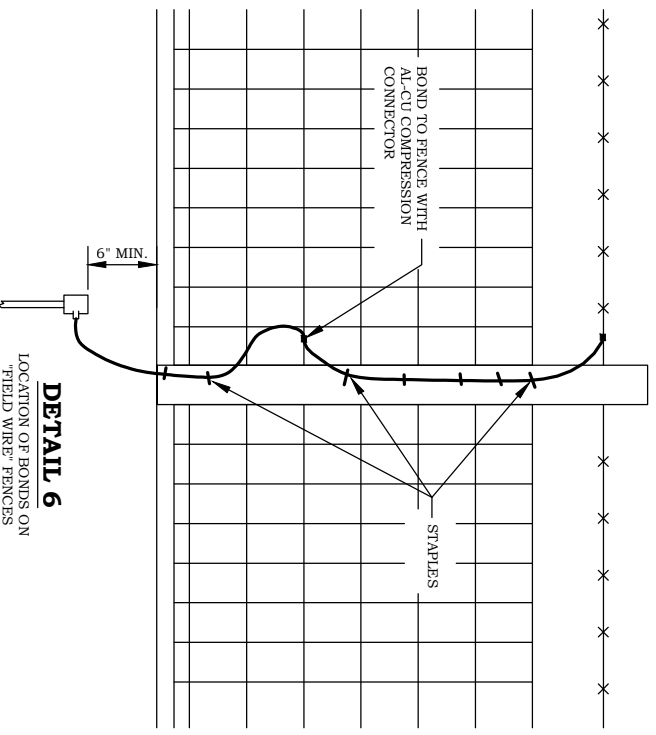
**DETAIL 1**  
LOCATION OF GROUNDS ON FENCES PARALLEL TO AND WITHIN P.L. RIGHT-OF-WAY.



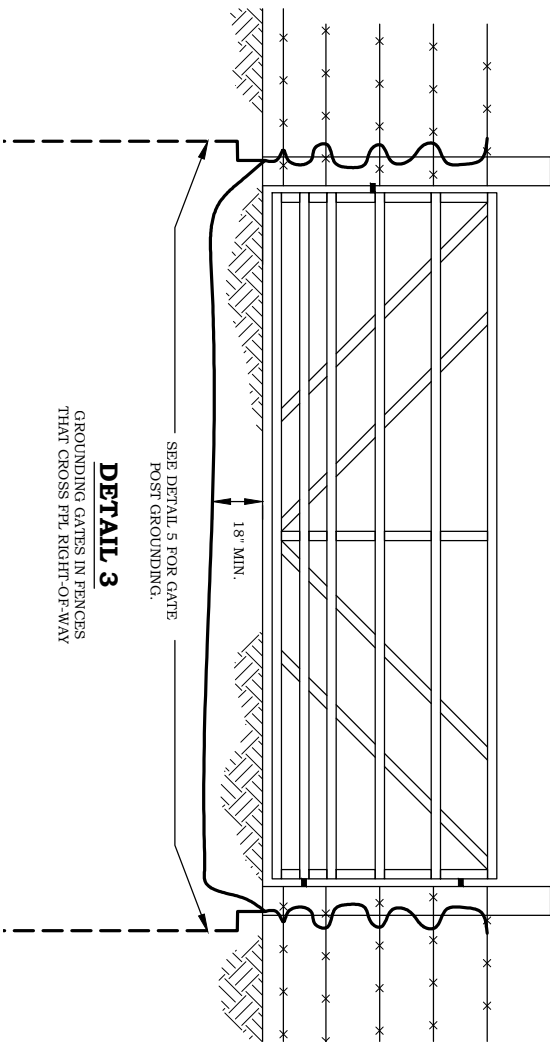
**DETAIL 2**  
LOCATION OF GROUNDS ON FENCES THAT CROSS P.L. RIGHT-OF-WAY.



**DETAIL 5**  
FENCE POST AND GATE POST GROUNDING



**DETAIL 6**  
LOCATION OF BONDS ON FIELD WIRE FENCES



**DETAIL 3**  
GROUNDING GATES IN FENCES THAT CROSS P.L. RIGHT-OF-WAY

**NOTES:**

1. FENCES AND GATES CROSSING OR PARALLEL AND WITHIN P.L. TRANSMISSION RIGHT-OF-WAY SHALL BE GROUNDED AS SPECIFIED BELOW:
  - 1.1. FENCES LONGER THAN 20 FEET PARALLEL AND WITHIN A P.L. RIGHT-OF-WAY SHALL BE GROUNDED AT A MINIMUM OF 2 LOCATIONS WITH A MAXIMUM SEPARATION OF 500 FEET BETWEEN GROUNDS. SEE DETAIL 1.
  - 1.2. FENCES THAT CROSS P.L. RIGHT-OF-WAY SHALL BE GROUNDED AS SHOWN ON DETAIL 2.
  - 1.3. GATES SHALL BE GROUNDED AS SHOWN IN DETAIL 3.
2. INSTALL 5/8 INCH DIAMETER COPPERCLAD ROD OR RODS TO OBTAIN A DRIVEN GROUND OF 25 OHMS OR LESS RESISTANCE. THE TOP OF THE DRIVEN GROUND SHALL BE 6 INCHES BELOW THE GROUND LINE.
3. USE AL-CU COMPRESSION CONNECTORS FOR ALUMINUM OR GALVANIZED FENCES.

**F.P.L. DETAILS A-88018-4**

**GROUNDING OF FIELD WIRE AND BARBED WIRE TYPE FENCES AND GATES**



CITY OF WEST PALM BEACH

ENGINEERING & PUBLIC WORKS DEPARTMENT  
401 CLEMENS ST. 4TH FLOOR  
WEST PALM BEACH, FL 33410  
PH: 561.494.1110  
FX: 561.494.1116

REVISIONS			
NO.	DATE	BY	DESCRIPTION

SCALE: AS SHOWN

DESIGNED BY: PP

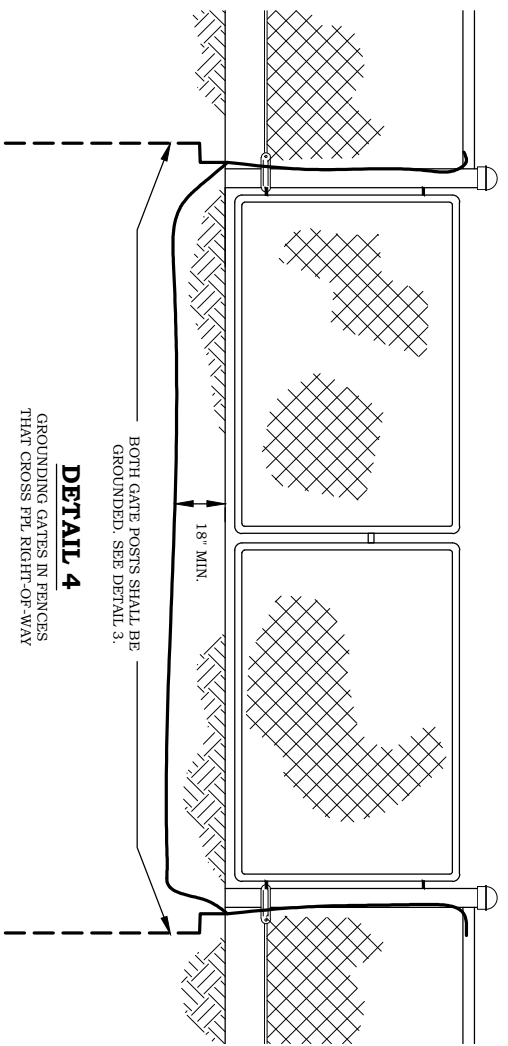
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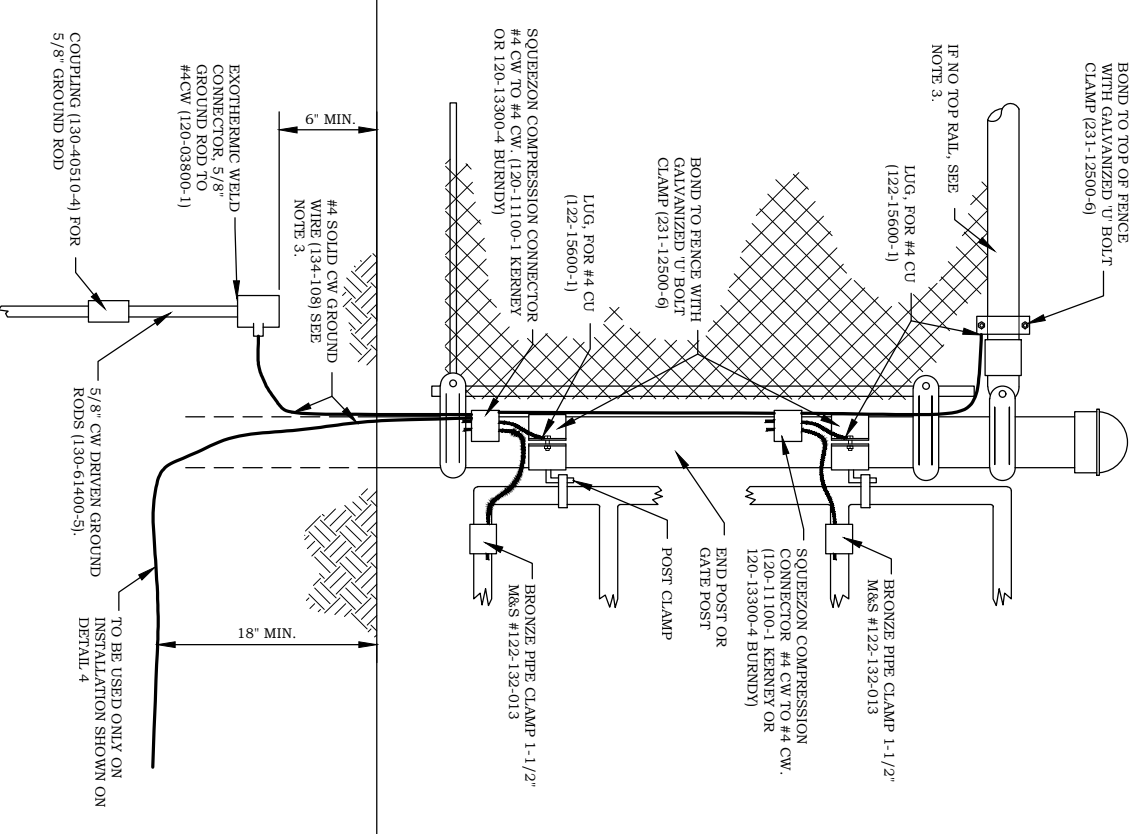
DATE: NOV. 2014

CAD FILE: WEST PALM COMMERCE DETS

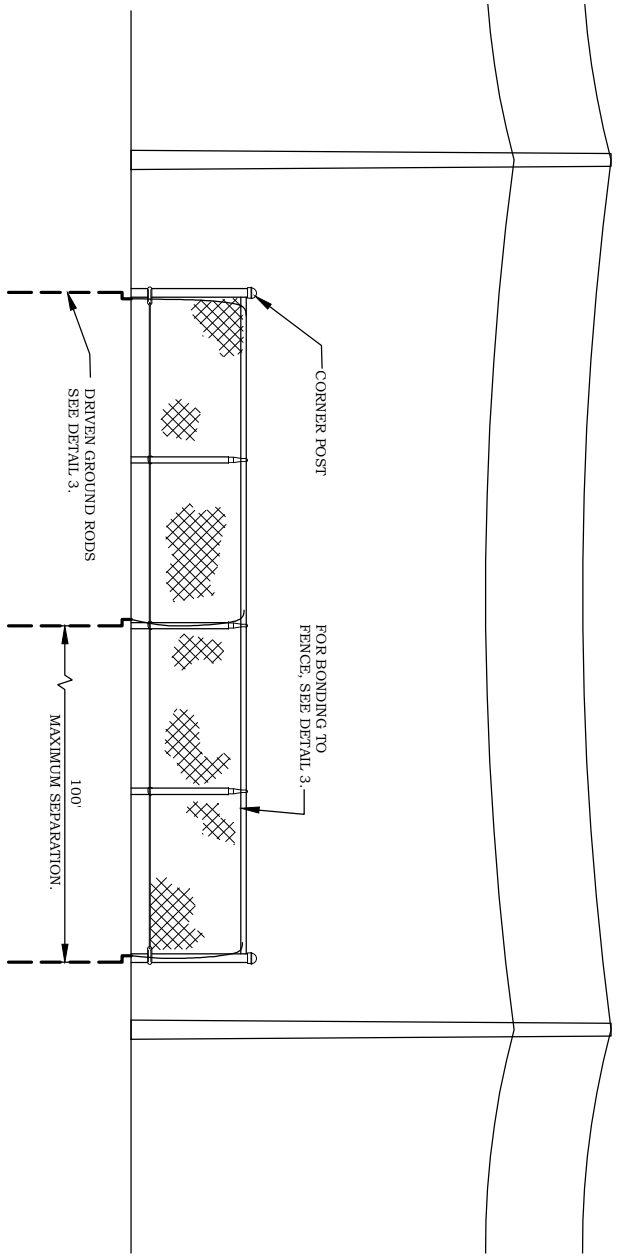
**SECURITY FENCE WITHIN F.P.L. EASEMENT at W.P.B. COMMERCE PARK FENCE GROUNDING DETAILS**



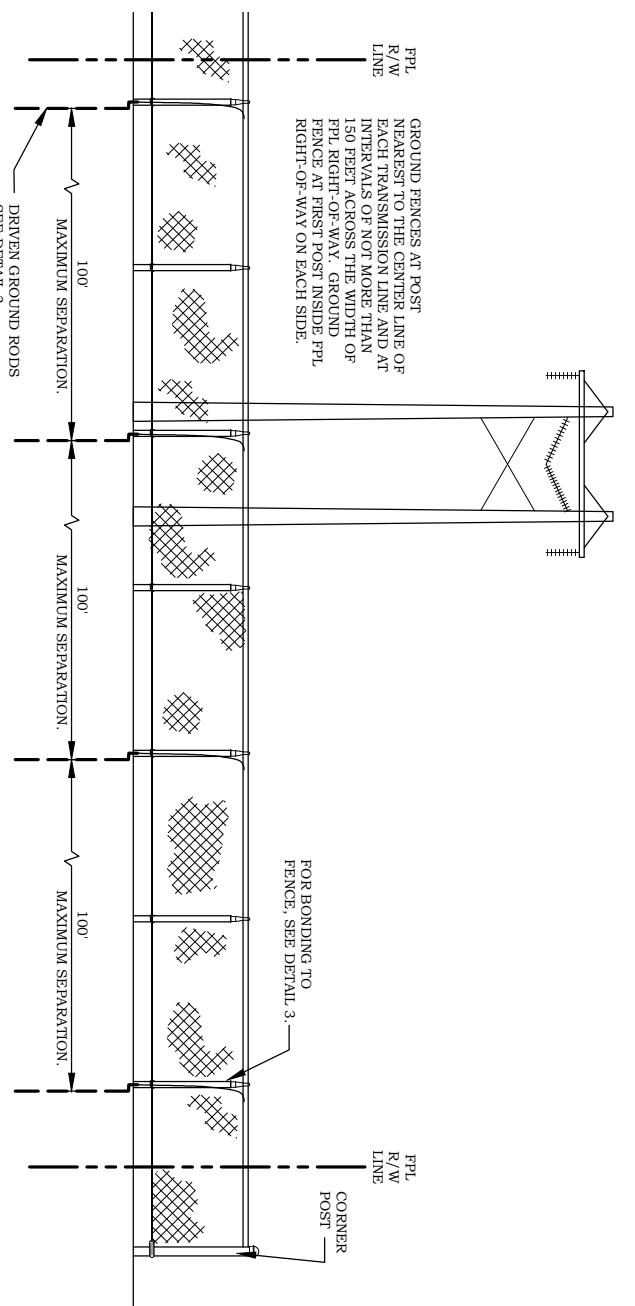
**DETAIL 4**  
GROUNDING GATES IN FENCES THAT CROSS PPL RIGHT-OF-WAY



**DETAIL 3**  
END POST AND GATE POST GROUNDED



**DETAIL 1**  
LOCATION OF GROUNDS ON FENCES PARALLEL TO AND WITHIN PPL RIGHT-OF-WAY.



**DETAIL 2**  
LOCATION OF GROUNDS ON FENCES THAT CROSS PPL RIGHT-OF-WAY.

**NOTES:**

1. FENCES AND GATES CROSSING OR PARALLEL AND WITHIN PPL TRANSMISSION RIGHT-OF-WAY SHALL BE GROUNDED AS SPECIFIED BELOW:
  - 1.1. FENCES LONGER THAN 20 FEET PARALLEL AND WITHIN A PPL RIGHT-OF-WAY SHALL BE GROUNDED AT A MINIMUM OF 2 LOCATIONS WITH A MAXIMUM SEPARATION OF 100 FEET BETWEEN GROUNDS. SEE DETAIL 1.
  - 1.2. FENCES THAT CROSS PPL RIGHT-OF-WAY SHALL BE GROUNDED AS SHOWN ON DETAIL 2.
  - 1.3. GATES SHALL BE GROUNDED AS SHOWN IN DETAIL 4.
2. INSTALL 5/8 INCH DIAMETER COPPERCLAD ROD OR RODS TO OBTAIN A DRIVEN GROUND OF 25 OHMS OR LESS RESISTANCE. THE TOP OF THE DRIVEN GROUND SHALL BE 6 INCHES BELOW THE GROUND LINE. SEE DETAIL 3.
3. IF A FENCE HAS NO TOP RAIL, BOND TO TOP WIRE OF FENCE WITH AL-CU PARALLEL GROOVE CLAMP FOR ALUMINUM OR GALVANIZED FENCES. INSERT A SHORT PIECE OF ALUMINUM WIRE IN ONE SIDE OF CLAMP IF FENCE IS TOO SMALL.

**F.P.L. DETAILS A-88019-3**

**GROUNDING OF CHAIN LINK AND INDUSTRIAL TYPE FENCES AND GATES**



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401 CLEMENS ST.  
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PH: 561.494.1116  
FAX: 561.494.1118

REVISIONS				
NO.	DATE	BY	DESCRIPTION	

SCALE: AS SHOWN      SEALED:

DESIGNED BY:	PP
DRAWN BY:	TBS
CHECKED BY:	PP
DATE:	NOV. 2014
CAD FILE:	WEST PALM COMMERCE DETS

**SECURITY FENCE WITHIN F.P.L. EASEMENT at W.P.B. COMMERCE PARK FENCE GROUNDED DETAILS**



# GROUNDING OF CHAIN LINK & INDUSTRIAL TYPE FENCES AND GATES

APPROVED REVISION 3  
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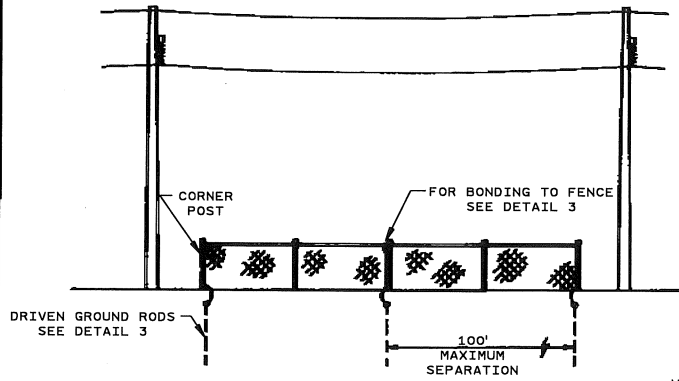
JH  
 CORAPP  
 BY CH

JR  
 JR  
 BY JR

20113859: REVD DRAWING TEXT TO CAD  
 20102691: REVD NOTES AND ADDED BRONZE CLAMPS ON DETAIL 3  
 REVISION

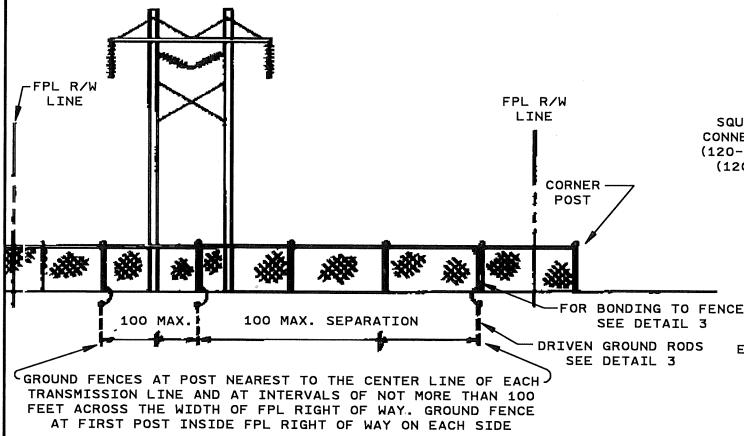
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NO  
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 2  
 12/06/10



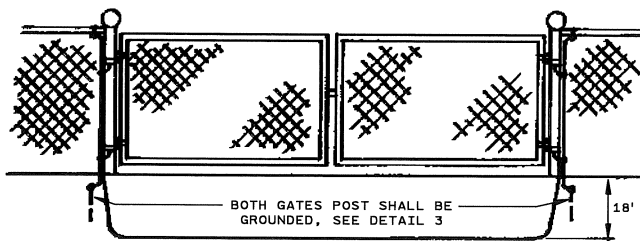
**DETAIL 1**

FENCES PARALLEL TO & WITHIN FPL RIGHT OF WAY



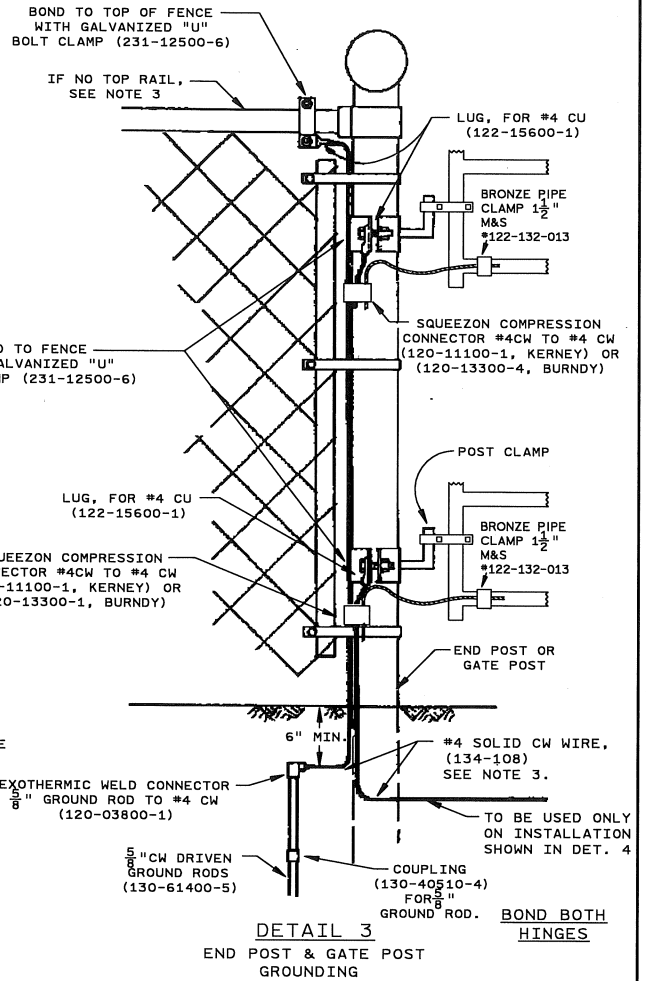
**DETAIL 2**

FENCES CROSSING FPL RIGHT OF WAY



**DETAIL 4**

GROUNDING GATES IN FENCES THAT CROSS FPL RIGHT OF WAY



**DETAIL 3**

END POST & GATE POST GROUNDING

**NOTES:**

1. FENCES & GATES CROSSING OR PARALLEL TO & WITHIN FPL TRANSMISSION RIGHT OF WAY SHALL BE GROUNDED AS SPECIFIED BELOW:
  - (a) FENCES, LONGER THAN 20 FEET PARALLEL & WITHIN A FPL RIGHT OF WAY, SHALL BE GROUNDED AT A MINIMUM OF 2 LOCATIONS WITH A MAXIMUM SEPARATION OF 100 FEET BETWEEN GROUNDS.
  - (b) FENCES CROSSING FPL RIGHT OF WAY SHALL BE GROUNDED AS SHOWN ON DETAIL 2.
  - (c) GATES SHALL BE GROUNDED AS SHOWN ON DETAIL 4.
2. INSTALL  $\frac{5}{8}$ " DIAMETER COPPERCLAD ROD OR RODS TO OBTAIN A DRIVEN GROUND OF 25 OHMS OR LESS RESISTANCE. THE TOP OF THE DRIVEN GROUND SHALL BE 6 INCHES BELOW THE GROUND LINE. SEE DETAIL 3.
3. IF FENCE HAS NO TOP RAIL BOND TO TOP WIRE OF FENCE WITH AL-CU PARALLEL GROOVE CLAMP FOR ALUMINUM OR GALVANIZED FENCES. INSERT A SHORT PIECE OF ALUMINUM WIRE IN ONE SIDE OF CLAMP IF FENCE IT TOO SMALL.

SUPERCEDES 5-914



## TRANSMISSION INSTALLATION SPECIFICATIONS

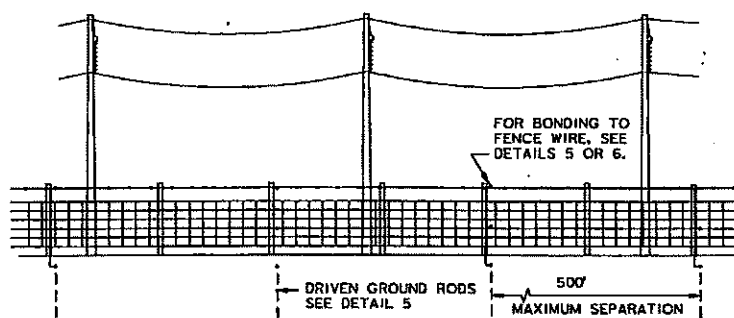
DATE: 4-19-83  
 APPROVED: L.H. DAVIS

SECTION 2.0  
 (TR, IS, -)

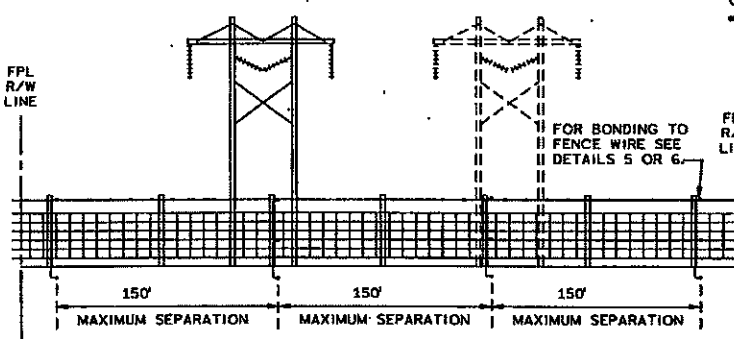
SHEET 1 OF 1  
 A-88019-3  
 CADE

# GROUNDING OF FIELD WIRE & BARBED WIRE TYPE FENCES AND GATES

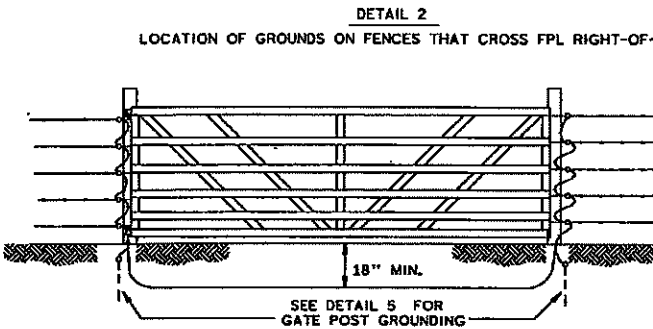
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 BY CH CORAPE  
 JR  
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 REVISION  
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 20040686:REVD DETAIL 5.  
 92ES0859:ADDED NEW M&S NUMBERS IN DETAIL 5  
 NO DATE  
 18-06-10  
 6-17-92



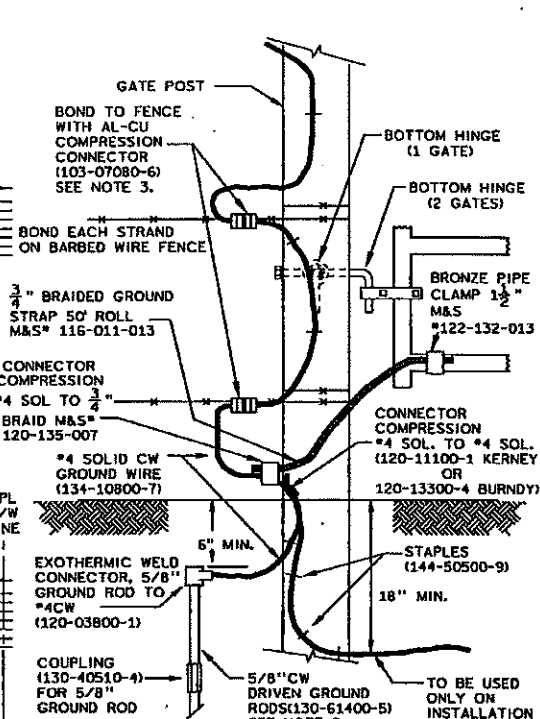
**DETAIL 1**  
LOCATION OF GROUNDS ON FENCES PARALLEL TO AND WITHIN FPL RIGHT-OF-WAY



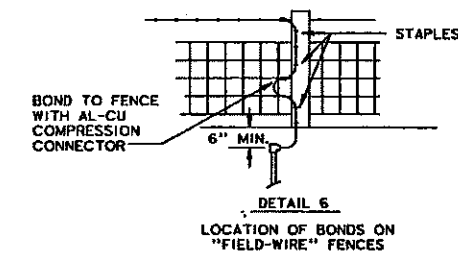
**DETAIL 2**  
LOCATION OF GROUNDS ON FENCES THAT CROSS FPL RIGHT-OF-WAY



**DETAIL 3**  
GROUNDING GATES IN FENCES THAT CROSS FPL RIGHT-OF-WAY



**DETAIL 5**  
FENCE POST AND GATE POST GROUNDING



**DETAIL 6**  
LOCATION OF BONDS ON "FIELD-WIRE" FENCES

- NOTES:**
1. FENCES AND GATES CROSSING OR PARALLEL AND WITHIN FPL TRANSMISSION RIGHT-OF-WAY SHALL BE GROUNDED AS SPECIFIED BELOW:
    - (a) FENCES LONGER THAN 20 FEET PARALLEL AND WITHIN A FPL RIGHT-OF-WAY SHALL BE GROUNDED AT A MINIMUM OF 2 LOCATIONS WITH A MAXIMUM SEPARATION OF 500 FEET BETWEEN GROUNDS. SEE DETAIL 1.
    - (b) FENCES THAT CROSS FPL RIGHT-OF-WAY SHALL BE GROUNDED AS SHOWN ON DETAIL 2.
    - (c) GATES SHALL BE GROUNDED AS SHOWN IN DETAIL 3.
  2. INSTALL 5/8 INCH DIAMETER COPPERCLAD ROD OR RODS TO OBTAIN A DRIVEN GROUND OF 25 OHMS OR LESS RESISTANCE. THE TOP OF THE DRIVEN GROUND SHALL BE 6 INCHES BELOW THE GROUND LINE.
  3. USE AL-CU COMPRESSION CONNECTORS FOR ALUMINUM OR GALVANIZED FENCES.

SUPERSEDES 5-913



## TRANSMISSION INSTALLATION SPECIFICATIONS

DATE: 1-3-84	APPROVED: L.H.DAVIS	SECTION 2.0 (TR, IS, -)	SHEET 1 OF 1 A-88018-4 CADE
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