

TOWN COUNCIL

STAFF REPORT

Engineering Department



MEETING DATE:	February 9, 2021
PROJECT:	Consideration of a Proposed Lighting Agreement with Palmetto Electric for the Law Enforcement Center – Bryan McIlwee, Director of Engineering
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

RECOMMENDATION:

Staff recommends that Town Council authorize the Town Manager to execute an Agreement (Attachment 1) with Palmetto Electric “Palmetto” to provide and install 11 LED light fixtures for the Law Enforcement Parking and Services Yard Expansion Project. The Agreement includes the following up-front cost and lease terms:

FUND (Project Cost)

1) Purchase and Installation of 11 light poles	\$ 0.00
2) Light Buyout/Labor and Materials	<u>\$ 450.00</u>
	\$ 450.00

GENERAL FUND (Operating Cost)

3) 15-Year Lease (\$427.41/month x 12 months/yr. x 15yrs)	<u>\$76,933.80</u>
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Total Agreement	\$76,933.80
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BACKGROUND/DISCUSSION:

The budget for the expansion of the Law Enforcement Center was adopted with the FY2020-2021 Strategic Plan and is consistent with the Comprehensive Plan. In addition to enhancing public safety within the Town of Bluffton, the implementation of the proposed lighting will improve the functionality and security of the parking and service yard areas to meet or exceed national standards for Police Department Facilities. The new lighting will increase visibility and safety for pedestrians and staff utilizing the facility.

The LEC parking and service yard expansion project was bid according to the Town of Bluffton procurement requirements and construction began in December 2020. The LEC project is within the Palmetto Electric service area and the attached Lighting Agreement was requested for Town Council review and approval.

NEXT STEPS:

1. Execution of Palmetto Agreement
2. Install conduits
3. Install lighting in FY2021

SUMMARY:

The approval of this Lighting Agreement is consistent with the Comprehensive Plan and Infrastructure and Community Quality of Life Strategic Focus Areas within the FY 2020-2021 Strategic Action Plan. As a result, Town Staff recommends that Town Council authorize the Town Manager execute the Lighting Agreement and Staff take such actions as are necessary to complete this lighting project.

ATTACHMENTS:

1. Lighting Agreement
2. Lighting Plan
3. Recommended Motion

Agreement Number: **1351**
Expiration Date: **November 3, 2035**

**AGREEMENT
FOR
OUTDOOR LIGHTING SERVICE**

1. This Agreement is entered into this 3rd day of November , 2020 by and between Palmetto Electric Cooperative, Inc., hereinafter referred to as "**PALMETTO**", and **Town of Bluffton** , hereinafter referred to as "**MEMBER**". This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, successors and assigns of both parties.
2. NOW, THEREFORE, for and in consideration of the sum of One and 00/100th (\$1.00) Dollar, each to the other paid, the sufficiency and receipt of which are hereby acknowledged, and the other rights, duties and obligations as imposed upon the parties and set out below, the parties agree as follows:
3. The **MEMBER** desires that **PALMETTO** install dusk to dawn outdoor lighting for a certain tract or tracts of land described below:

Bluffton Police Station - Buckwalter Place

4. The **MEMBER** agrees to pay **PALMETTO** for service hereunder and for the following number, type, size and present monthly charges as shown (see attachment for exact fixture and pole specifications); and in accordance with the terms and conditions of **PALMETTO's** Outdoor Lighting Schedule and standard electric service payment requirements.

QUANTITY	TYPE & SIZE	RATE PER UNIT	LIGHT ID NUMBER	MONTHLY CHARGE
9	Autobahn Large 250EQ LED1U	\$36.43	ALDE14	\$327.87
	25'LAMWD			
2	Autobahn Large 250EQ LED2U	\$49.77	ALDF14	\$99.54
	25'LAMWD			
MEMBER AGREES TO PAY MONTHLY CHARGE OF				\$427.41

(Plus applicable sales, use, franchise or utility taxes and/or fees.)

THE PROMISES OF MEMBER

5. **MEMBER** agrees that from time to time **PALMETTO** may adjust the rates charged hereunder to account for actual changes (increases or decreases) in costs incurred by **PALMETTO** for supplying electrical power and/or service under this Agreement.
6. The **MEMBER** shall provide free of charge to **PALMETTO** any and all written easements necessary to construct and maintain its facilities and equipment, including but not limited to any necessary access easements, free and clear of liens and other encumbrances. Outdoor Lighting service shall be provided only at locations which are readily accessible to **PALMETTO's** equipment for installation and maintenance purposes.
7. The equipment and facilities installed by **PALMETTO** shall remain the property of **PALMETTO** except for as provided in Paragraph "20-b", and the **MEMBER** hereby grants to **PALMETTO** the right to enter upon the **MEMBER's** premises without prior notice for the installation, maintenance and removal of such equipment or facilities.
8. The **MEMBER** understands that the Agreement is contingent upon a coordinated installation sequence with respect to other site work including installation of water lines, sewer lines, storm drains, paving, irrigation, landscaping, etc. In the event that impeding site work precedes the electrical distribution and outdoor lighting system and necessary electrical conduits have not been installed, or have not been installed properly, an additional charge, based upon the cost of the additional work may be charged to the **MEMBER**. Any contribution-in-aid of construction required by **PALMETTO** for such unusual conditions (road bores, parking lot bores, hand digging, remove and replace existing landscaping, etc.) will be determined by a **PALMETTO** representative and shall be paid in full by **MEMBER** in advance of actual installation.
9. If the **MEMBER** desires relocation of a light, a relocation charge will be billed to the **MEMBER** for the amount of actual cost, both labor and materials. This charge is to be paid before commencement of the relocation.
10. If any portion of the lighting system is disconnected due to non-payment, **MEMBER** shall be required to pay actual labor cost of disconnecting and reconnecting, in addition to any delinquent payments and possibly a deposit, prior to reconnection of lighting system.
11. It is the responsibility of the **MEMBER** to notify **PALMETTO** of any failed or malfunctioning light(s) in need of repair or replacement.
12. The **MEMBER** shall be required to reimburse **PALMETTO** for the costs of any maintenance work which is required due to negligence or vandalism. If vandalism persists, **PALMETTO** reserves the right to terminate the agreement and permanently remove the lighting system.

13. The **MEMBER** agrees to allow **PALMETTO** and its authorized representatives to trim trees and shrubs as necessary for the installation, maintenance or removal of the lighting equipment, however, **PALMETTO** is not responsible for the trimming of trees which block or impede the light source.
14. The **MEMBER** may, when approved in writing in advance by **PALMETTO** and attached to this Agreement and made a part thereof, make attachments or modifications to the pole. If the **MEMBER** makes attachments or modifications to the pole, the **MEMBER** will be responsible for actual costs of labor and materials for said attachments or modifications. If these attachments or modifications cause the pole or any part of the lighting system to fail prematurely, **PALMETTO** may require the **MEMBER** to reimburse **PALMETTO** for the cost of the work which is required to replace or repair the affected parts. **PALMETTO** will not be responsible for maintenance or replacement of any attachments or modifications to the pole. Unapproved attachments may be removed by **PALMETTO** without penalty and discarded without notice.
15. The **MEMBER** shall defend, indemnify, and hold harmless **PALMETTO** from all claims, losses, liabilities, and expenses for personal loss, injury or death to persons and loss, damage to or destruction of **PALMETTO** or any other persons or entities' property arising out of any work or modifications by the **MEMBER** to **PALMETTO's** lighting system and from all Acts of God.
16. Due to changes over time in available product offerings, **PALMETTO** may, from time to time, change, alter, or adjust the appearance of any portion of the lighting system including its lumen output and color temperature, so long as the light continues to provide the same or similar function.
17. **MEMBER** agrees to disclose this Agreement and all requirements herein to any and all successors, heirs and assigns, including the monthly payment obligations and remaining term. All successors, heirs and assigns of **MEMBER** shall be required to fulfill any remaining term of Agreement.

THE PROMISES OF PALMETTO

18. Subject to the above stipulations, **PALMETTO** will furnish, install, operate and maintain the lighting system, including lamp, luminaire, bracket attachment, control device, poles and necessary wiring, electrically connected so that the power for operation of the light does not pass through the **MEMBER's** electric meter.
19. **PALMETTO** will repair or replace a failed light at no additional cost to the **MEMBER** as soon as practical after notification to **PALMETTO** by the **MEMBER** of the failed light with specific location or unique light ID number. Light repairs will take place during **PALMETTO's** normal business hours.

20. The lighting system shall remain the property of **PALMETTO**, regardless of whether the **MEMBER** has made a contribution-in-aid of construction, unless otherwise provided as in Paragraph "21-b".

GENERAL

21. This Agreement shall be for a minimum initial term of Fifteen (15) years from the commencement of service of each individual light and shall be automatically extended for successive one year terms, unless the **MEMBER** should give a minimum of one year's written notice to **PALMETTO** that the **MEMBER** elects not to renew. **PALMETTO** may terminate this Agreement should **PALMETTO** cease to do business as a provider of outdoor lighting services and given 1 year's written notice to **MEMBER**. Additionally, **PALMETTO** may terminate this contract should **MEMBER** fail to pay the monthly charges as required per this Agreement or upon any other breach of this Agreement by the **MEMBER**. If the **MEMBER** terminates or defaults on payment during the initial Term or any extension thereof, the **MEMBER** shall agree to one of the following provisions:

- a) The **MEMBER** pays **PALMETTO** the total amount of charges which would be payable to **PALMETTO** during the remaining term of this Agreement in one lump sum payment. Under this provision, all wiring, poles, lighting system, fixtures, and other miscellaneous equipment installed by **PALMETTO** will remain the property of **PALMETTO** and **PALMETTO** may remove the lighting system. **PALMETTO** may also abandon some of the underground facilities (cable, conduit, etc.) in place.

OR

- b) The **MEMBER** pays to **PALMETTO** the depreciated in-place value of the entire lighting system as determined by **PALMETTO**. Under this provision, the entirety of the lighting system in its existing as-is condition to including all wiring, poles, and fixtures shall become the property of the **MEMBER**; however, the **MEMBER** will have to make provisions to purchase energy from **PALMETTO** at metering locations designated by **PALMETTO** and which pass inspection by the local inspecting Authority Having Jurisdiction. The **MEMBER** shall pay all costs associated and bear full responsibility for establishing these new metered services in accordance with **PALMETTO's** commercial service policies as well as all applicable Federal, State and Local electrical codes.

22. This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the date and year first above written, and by their signatures they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

“PALMETTO”

(Witness)

By:

Tim Hutchinson
(Print Signatory Name)

(Witness)

Title:

Manager, Engineering Services

“MEMBER”

(Witness)

By:

(Print Signatory Name)

(Witness)

Title:

ATTACHMENT

Agreement Number: **1351**

Expiration Date: **November 3, 2035**

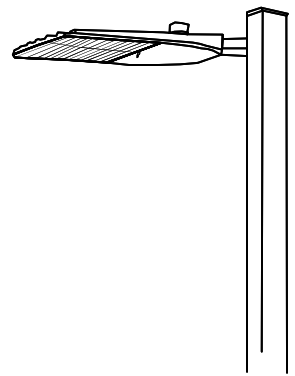
This attachment to the Agreement covers the following account and their specific locations.

Account Name: Town of Bluffton

Billing Address: PO Box 386, Bluffton, SC 29910

Member Separator: 176600-001

#	LOCATION NUMBER	TRANSFORMER STATION	POLE NUMBER	SERVICE TYPE	LIGHT ID NUMBER
1	663-24-018-001			UG	ALDE14
2				UG	ALDE14
3				UG	ALDE14
4				UG	ALDE14
5				UG	ALDE14
6				UG	ALDE14
7				UG	ALDE14
8				UG	ALDE14
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LED LARGE AUTOBAHN

APPLICATIONS
Walkways, driveways, malls, shopping centers, commercial and industrial complexes, and residential areas.

SPECIFICATIONS
UL1572 Listed Suitable for Wet Locations
Heavy-duty die-cast aluminum housing and door
Polyester powder finish standard in dark bronze

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
⊞	9	LARGE AUTOBAHN	SINGLE	N.A.	0.720	250EQ LED DN 25' POLE, 20' MOUNTING HEIGHT
⊞⊞	2	DOUBLE LARGE AUTOBAHN	BACK-BACK	N.A.	0.720	250EQ LED DN 25' POLE, 20' MOUNTING HEIGHT
○	2	EXISTING HAGERSTOWN	SINGLE	11700	0.720	175W MH DN 14' POLE

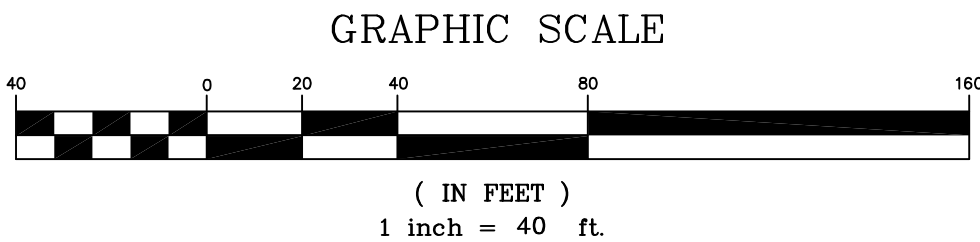
Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
CalcPts	Illuminance	Fc	1.91	7.4	0.6	318

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	DOUBLE LARGE AUTOBAHN	2024954	160820.7	20	267.902	0
2	DOUBLE LARGE AUTOBAHN	2024755	160101.3	20	86.054	0
3	EXISTING HAGERSTOWN	2024990	160050.7	14	266.962	0
4	EXISTING HAGERSTOWN	2024909	160055.2	14	266.349	0
5	LARGE AUTOBAHN	2024998	160138.4	20	355.077	0
6	LARGE AUTOBAHN	2024843	160312.3	20	266.818	0
7	LARGE AUTOBAHN	2024940	160304.6	20	265.855	0
8	LARGE AUTOBAHN	2024745	160320.3	20	266.733	0
9	LARGE AUTOBAHN	2025013	160243.3	20	356.239	0
10	LARGE AUTOBAHN	2024684	160150.2	20	357.798	0
11	LARGE AUTOBAHN	2024690	160238.6	20	358.729	0
12	LARGE AUTOBAHN	2024751	160169.4	20	355.192	0
13	LARGE AUTOBAHN	2024754	160237.9	20	358.348	0



- NOTES**
1. P.E.C.I. ONLY PROVIDES LIGHTING DESIGNS AS REQUESTED BY THE CUSTOMER OR AS REQUESTED BY LOCAL GOVERNING AGENCIES.
 2. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT THE LIGHT VALUES, LOCATIONS, LIGHT TYPE, POLE TYPE AND MOUNTING HEIGHT ARE IN COMPLIANCE WITH ALL GOVERNING AGENCY REQUIREMENTS AND/OR RECOMMENDATIONS.
 3. ANY OBSTRUCTIONS, OR THE INTRODUCTION OF, WITHIN THE LIGHTED SPACE MAY PRODUCE RESULTS THAT ARE DIFFERENT FROM THE PREDICTED VALUES.
 4. THE EXACT LOCATION OF THE LIGHT POLES WILL BE VERIFIED IN THE FIELD FOR PROXIMITY TO TREE CANOPY BY TOWN OF HILTON HEAD REPRESENTATIVE AND PALMETTO ELECTRIC REPRESENTATIVE PRIOR TO CONSTRUCTION.

THESE PLANS ARE FOR THE APPROVAL AND CONSTRUCTION OF PALMETTO ELECTRIC COOPERATIVE, INC. OUTDOOR LIGHTS ONLY. COPYRIGHT: PALMETTO ELECTRIC COOPERATIVE, INC. 2007 ALL RIGHTS RESERVED. THESE PAGES ARE PROTECTED BY UNITED STATES AND INTERNATIONAL LAWS. UNAUTHORIZED COPYING, DISTRIBUTION, ALTERATION OR USE BY ANY MEANS IS STRICTLY PROHIBITED.



PALMETTO ELECTRIC COOPERATIVE, INC.

1 COOPERATIVE WAY
HARDEEVILLE, SOUTH CAROLINA 29927
(843) 208-5551 / FAX (843) 208-5532



REMARKS:

DESIGNED BY: ML
CHECKED BY: ML
DRAWN BY: RBT
DATE: 6/9/20
SCALE: 1" = 40'
PROJECT NO.: 2004004L-4
MAP NO: 00000000

SHEET NO.
1
OF
1

LIGHTING PROPOSAL FOR
BLUFFTON POLICE STATION
BUCKWALTER PLACE
TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

RECOMMENDED MOTION LANGUAGE

“I make a motion to authorize the Town Manager to enter into the Agreement with Palmetto Electric covering the area lighting Law Enforcement Expansion project. The Agreement includes a commitment from the Town of Bluffton for \$450.00 for materials and labor and buyout of two existing lights, and \$76,933.80 for the cost of a 15-year lighting lease.”