

TAB 8

Point Paper

Additional Street Light Installation 24TH Avenue West from 13TH Street West to 16TH Street West

PROBLEM:

Several locations throughout the City of Palmetto currently do not have street light coverage within their neighborhood. The purpose of neighborhood street lighting is to ensure safe movement of both residents and vehicles, as well as deter criminal activity.

BACKGROUND:

Residents have recently contacted the City to inquire as to the possible installation of street lights along 24th Avenue West from 13th Street West to 16th Street West. After review of the location, staff requested a cost estimate from FP&L to perform the installation. Attached is a Street Lighting Agreement from FPL outlining the estimated cost associated with the installation of three (3) additional lights along this roadway.

ALTERNATIVES:

1. – Take No Action
2. – Authorize execution of the contract with FPL.

RECOMMENDATION:

Authorize the Mayor to enter into a Street Lighting Agreement with FPL to install three (3) additional street lights along 24th Avenue West from 13th Street West to 16th Street West.

BUDGET IMPACT:

The estimated cost to install the three street lights is \$520.75. This will be charged to account number 307-541-5302.

Frank Woodard

From: Tanya Lukowiak
Sent: Tuesday, February 12, 2008 10:04 AM
To: Frank Woodard
Subject: FW: neighborhood meeting

From: Tanya Lukowiak
Sent: Friday, October 12, 2007 3:52 PM
To: Larry Bustle; 'Eric Ball'; 'btwfamily@verizon.net'; 'Tambra Varnadore'; 'Tamara Cornwell'; m lancaster
Cc: Chris Lukowiak; 'Sharon.Tarman@mymanatee.org'
Subject: neighborhood meeting

Good Afternoon, All –

As you know, the neighborhood meeting regarding the recreational trail was scheduled for last night. I did put out 35 door hangers, and posted flyers, and called residents.

Chris, Sharon Tarman (from County - Trails) and I attended. We had 7 residents attend – one from 10th Street, and 6 from 24th Avenue. Only 2 were repeats from the City Commission meeting.

Issues are resolved, per my email after meeting with them on site. There are a few punch list items that will be addressed once the majority of the work is done.

We showed them a proposal for more street lighting, and they suggested changes. We will get pricing for that, understanding that it isn't part of the trail grant project.

Also, provided all attendees with a map and aerial of the plan, showed them the regional plan, and provided them with a booklet regarding trails benefits.

Overall, I think it was successful.

Tanya

2/4/2008



FPL

RECEIVED

FEB 4 2008

PUBLIC WORKS DEPARTMENT

FPL Account Number: 92605-3191
FPL Work Order Number: 30011380

COPY

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **City of Palmetto** (hereinafter called the Customer), requests on this **4th** day of **January, 2008**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) **24th Ave W from 13th St W to 16th St W**, located in **Palmetto**, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Rating (in Lumens)	Lights Installed	
	Fixture Type	# Installed
9500	Cobra-Cutoff	3

Fixture Rating (in Lumens)	Lights Removed	
	Fixture Type	# Removed

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed

Conductors Installed		Conductors Removed	
Feet not Under Paving	Feet Under Paving	Feet not Under Paving	Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully): N/A

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To pay a contribution in the amount of **\$520.75** prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

2/4/2008

IT IS MUTUALLY AGREED THAT:



7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
16. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Palmetto
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

By: Robert Haire
(Signature)

Robert Haire
(Print or type name)

Title: Construction Services Representative



2/4/2008 Payment Coupon

FPL

/610101200004102270000764919570250000020010101

General Mail Facility
Miami, FL. 33188-0001

COPY

B 01012 0000764919 2 0 01 01 01
Please mail this portion with your check

Cust. No.: 410227		Inv. No.: 764919
Payment Due upon Receipt	Amount Due This Invoice 520.75	
WO Reference #:		3611-44-527

CITY OF PALMETTO

600 17TH ST W
PALMETTO FL 34221

Make check payable to FPL in US funds and mail payment to address below

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Florida Power & Light Company

Federal Tax ID#: 59-0247775

INVOICE

Customer Name and Address

CITY OF PALMETTO

600 17TH ST W
PALMETTO FL 34221

Customer Number: 410227

Invoice Number: 764919

Invoice Date: 01/28/2008

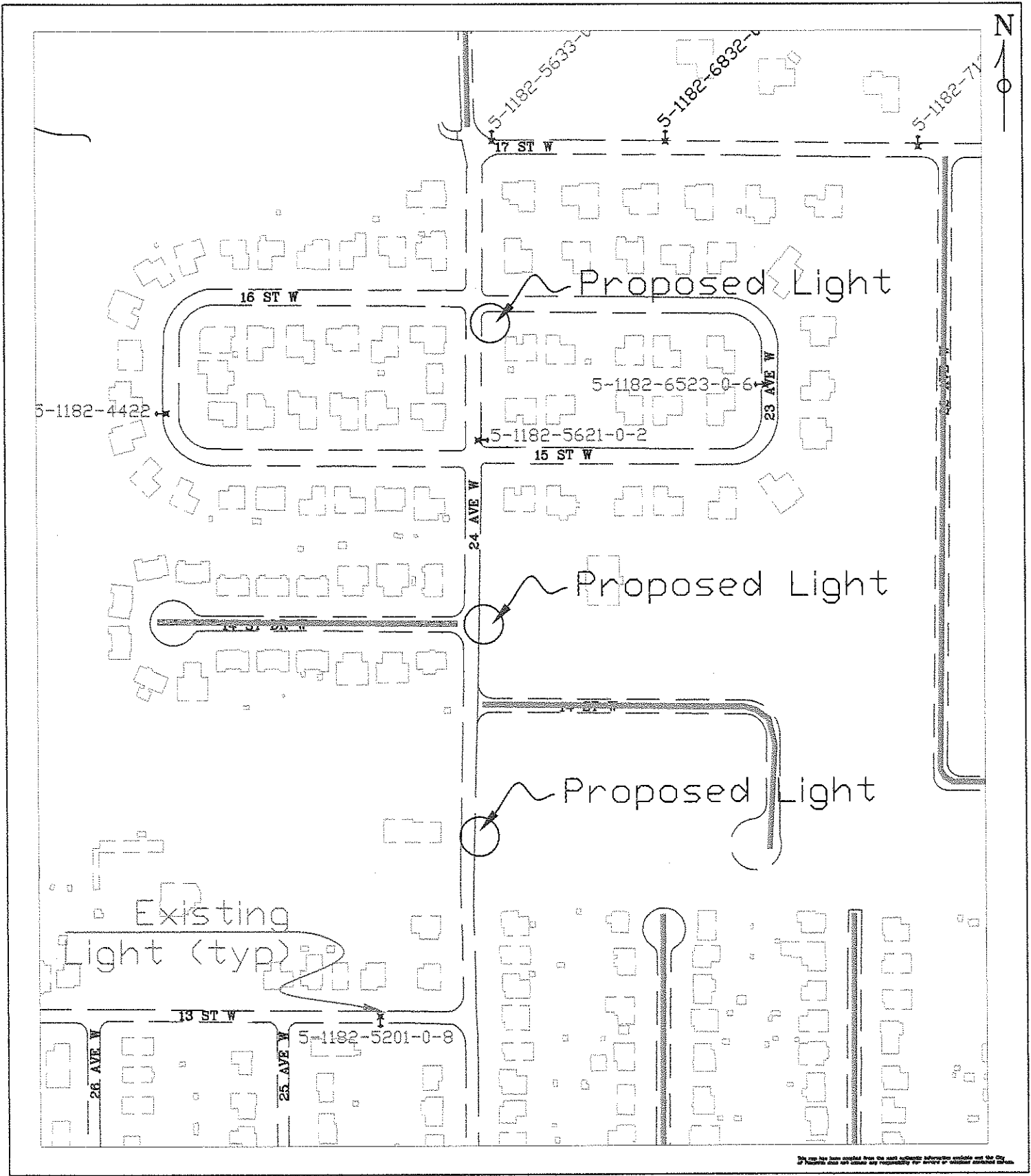
B 01012 0000764919 2 0 01 01 01
Please Retain This Portion for your Records

CURRENT CHARGES AND CREDITS

Customer No: 410227 Invoice No: 764919

DESCRIPTION	QUANTITY	PRICE	AMOUNT
DSB CUST CONTR NEW CNST WO INST 3 100W COBRA SL, WR #3011880 3611-44-527	1	520.75	520.75
Total Amount Due			\$520.75
For Inquiries Contact: ROBERT HAIRE Phone: (941) 723-4427			Payment Due upon Receipt

Messages



This map has been created from the most accurate information available and the City of Palmetto does not assume any responsibility for errors or omissions contained herein.

PROJECT:

24th Avenue

PROJECT No.08-eng-24a

DRAWN: bwm

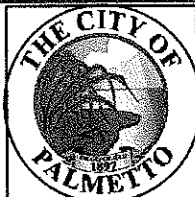
SHEET TITLE:

Proposed lights

CHECKED: bwm

SCALE: nts

DATE: 02/12/08



CITY OF PALMETTO

engineering department

600 17th street west palmetto, florida 34221 (941) 723-4580 - fax (941) 723-4530