

RESOLUTION NO. 22-150

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING LIGHTING AGREEMENTS WITH FLORIDA POWER & LIGHT COMPANY FOR INSTALLATION, REMOVAL AND MAINTENANCE OF LIGHTING FACILITIES IN THE FRONT BEACH ROAD CRA.

BE IT RESOLVED that:

- 1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that Lighting Agreement between the City and Florida Power & Light, relating to the installation and maintenance of LED lighting fixtures on poles along Richard Jackson Boulevard, in the amount of Four Thousand, Eight Hundred Dollars (\$4,800) as a one-time Contribution in Aid of Construction, plus a monthly maintenance charge of \$2,547.36 exclusive of monthly energy charges, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.**
- 2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that Lighting Agreement between the City and Florida Power & Light, relating to the removal, installation and maintenance of lighting fixtures and poles at certain crosswalks on Front Beach Road, at the monthly fee of \$167.50, exclusive of monthly energy charges, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.**
- 3. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that Lighting Agreement between the City and Florida Power & Light, relating to the installation and maintenance of LED lighting fixtures on poles along Churchwell Drive and in the City's parking lot, in the amount of Three Thousand, Three Hundred Fifty Dollars (\$3,350) as a one-time Contribution in Aid of Construction, plus monthly maintenance charge of \$1,777.85 exclusive of monthly**

energy charges, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 28th day of April, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



LED Lighting Plan

R JACKSON & HUTCHISON - HYBRID

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

- kWh / year
- metric tons of CO₂ every year¹
- cars from the road²

1: eGRID, U.S. annual non-base-load CO₂ output emission rate, year 2012 data
2: US Environmental Protection Agency

TOTAL	96	\$	-	\$	2,547.36	\$	-	\$	-
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Installation Details		Existing	Option 1	Option 2	Option 3
1	select fixture:		Memphis Domus 144 Watt (Pendant)		
	fixture / pole:	1	1	1	1
	select pole:	Existing	Existing	Existing	Existing
	Fixture*		\$ 2,447.52		
	Pole	\$ -	\$ -	\$ -	\$ -
Quantity:	96				
FPL Non-LED Conversion:	No	Maintenance	\$ 99.84		
Full/Hybrid:	Hybrid_Metered	Energy**			
FPL NW Area:	Yes	Monthly Total	\$ 2,547.36		

Installation Details		Existing	Option 1	Option 2	Option 3
2	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:	Existing	Existing	Existing	Existing
	Fixture*				
	Pole	\$ -	\$ -	\$ -	\$ -
Quantity:	0				
FPL Non-LED Conversion:	No	Maintenance			
Full/Hybrid:	Hybrid_Metered	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
3	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:	Existing	Existing	Existing	Existing
	Fixture*				
	Pole	\$ -	\$ -	\$ -	\$ -
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	No	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
4	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	No	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
5	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
6	select fixture:				
	fixture / pole:				
	select pole:				
	Fixture*				
	Pole				
Quantity:					
FPL Non-LED Conversion:					
Full/Hybrid:					
FPL NW Area:					

*Includes fixture fee and monthly conversion fee where applicable.
**Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.
Based upon FPL bill rates as of 01.01.22

	fixture / pole select pole	1	1	1	1
	Fixture*				
Quantity:	0	Pole			
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
7	select fixture				
	fixture / pole select pole	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
8	select fixture				
	fixture / pole select pole	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
9	select fixture				
	fixture / pole select pole	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
10	select fixture				
	fixture / pole select pole	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

SUB TOTAL	96	\$	-	\$	2,547.36	\$	-	\$	-
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Installation Details		Existing	Proposed	
Additional Lighting Charge (ALC)	ALC FEE			
	Total	\$	-	\$

TOTAL	96	\$	-	\$	2,547.36	\$	-	\$	-
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*Includes fixture fee and monthly conversion fee where applicable.
 **Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.
 Based upon FPL bill rates as of 01.01.22



LED Lighting Plan

Front Beach Rd - Crosswalks

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

4,219 kWh / year
3 metric tons of CO₂ every year¹
1 cars from the road²

¹ eGRID, U.S. annual non-base-load CO₂ output emission rate, year 2012
² US Environmental Protection Agency

TOTAL **9** \$ **118.86** \$ **167.50**

Installation Details		Existing	Option 1	Option 2	Option 3
1	select fixture:	NW: 250W SV COBRA	ATB2 120W Gray/Black		
	fixture / pole: select pole:	1 Existing	1 Existing	1 Existing	1 Existing
Quantity:	1	Fixture* \$ 5.43	Fixture* \$ 9.37		
FPL Non-LED Conversion:	Yes	Pole \$ -	Pole \$ -	\$ -	\$ -
FPL Non-LED Conversion:	Yes	Maintenance \$ 2.33	Maintenance \$ 1.30		
Full/Hybrid:	Full	Energy** \$ 10.66	Energy** \$ 4.91		
FPL NW Area:	Yes	Monthly Total \$ 18.42	Monthly Total \$ 15.58		

Installation Details		Existing	Option 1	Option 2	Option 3
2	select fixture:		ATB2 120W Gray/Black		
	fixture / pole: select pole:	1 Existing	1 Existing	1 Existing	1 Existing
Quantity:	1	Fixture* \$ -	Fixture* \$ 7.50		
FPL Non-LED Conversion:	No	Pole \$ -	Pole \$ -	\$ -	\$ -
FPL Non-LED Conversion:	No	Maintenance \$ -	Maintenance \$ 1.30		
Full/Hybrid:	Full	Energy** \$ -	Energy** \$ 4.91		
FPL NW Area:	Yes	Monthly Total \$ -	Monthly Total \$ 13.71		

Installation Details		Existing	Option 1	Option 2	Option 3
3	select fixture:	NW: 400W SV COBRA	ATB2 186W Gray		
	fixture / pole: select pole:	1 Existing	1 Existing	1 Existing	1 Existing
Quantity:	4	Fixture* \$ 22.84	Fixture* \$ 37.46		
FPL Non-LED Conversion:	Yes	Pole \$ -	Pole \$ -	\$ -	\$ -
FPL Non-LED Conversion:	Yes	Maintenance \$ 9.60	Maintenance \$ 5.20		
Full/Hybrid:	Full	Energy** \$ 68.79	Energy** \$ 30.54		
FPL NW Area:	Yes	Monthly Total \$ 101.23	Monthly Total \$ 73.20		

Installation Details		Existing	Option 1	Option 2	Option 3
4	select fixture:		ATB2 186W Gray		
	fixture / pole: select pole:	1	1	1	1
Quantity:	2	Fixture* \$ -	Fixture* \$ 14.99		
FPL Non-LED Conversion:	No	Pole \$ -	Pole \$ -		
FPL Non-LED Conversion:	No	Maintenance \$ -	Maintenance \$ 2.60		
Full/Hybrid:	Full	Energy** \$ -	Energy** \$ 15.27		
FPL NW Area:	Yes	Monthly Total \$ -	Monthly Total \$ 32.86		

Installation Details		Existing	Option 1	Option 2	Option 3
5	select fixture:		ATB2 120W Gray/Black		
	fixture / pole: select pole:	1	1 Decorative Concrete	1	1
Quantity:	1	Fixture* \$ -	Fixture* \$ 7.50		
FPL Non-LED Conversion:	No	Pole \$ -	Pole \$ 15.99		
FPL Non-LED Conversion:	No	Maintenance \$ -	Maintenance \$ 1.30		
Full/Hybrid:	Full	Energy** \$ -	Energy** \$ 4.91		
FPL NW Area:	Yes	Monthly Total \$ -	Monthly Total \$ 29.70		

Installation Details		Existing	Option 1	Option 2	Option 3
6	select fixture:				
	fixture / pole: select pole:				

*Includes fixture fee and monthly conversion fee where applicable.
**Includes Non-Fuel Energy charge, Fuel Conservation, Capacity, Environmental, and Storm Charges.
Based upon FPL bill rates as of 01/01/22

	fixture / pole: select pole	1	1 Standard Wood	1	1
Quantity:	0				
FPL Non-LED Conversion:	Yes				
Full/Hybrid:	Full				
FPL NW Area:	Yes				

Installation Details		Existing	Option 1	Option 2	Option 3
7	select fixture:				
	fixture / pole: select pole:	1	1 Existing	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	No				
Full/Hybrid:	Full				
FPL NW Area:	Yes				

Installation Details		Existing	Option 1	Option 2	Option 3
8	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes				
Full/Hybrid:	Full				
FPL NW Area:	Yes				

Installation Details		Existing	Option 1	Option 2	Option 3
9	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	No				
Full/Hybrid:	Full				
FPL NW Area:	Yes				

Installation Details		Existing	Option 1	Option 2	Option 3
10	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes				
Full/Hybrid:	Full				
FPL NW Area:	Yes				

SUB TOTAL	9	\$	119.66	\$	165.04	\$	-	\$	-
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Installation Details		Existing	Proposed
Additional Lighting Charge (ALC)	ALC FEE		2.46
	Total	\$ -	\$ 2.46

TOTAL	9	\$	119.66	\$	167.50	\$	2.46	\$	2.46
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*Includes fixture fee and monthly conversion fee where applicable.
 **Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.
 Based upon FPL bill rates as of 01.01.22

FPL Account Number: _____

FPL Work Request Number: 10600939

LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Panama City Beach (hereinafter called the Customer), requests on this day of 8 APR, 2022, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Richard Jackson Blvd - Hybrid, located in Panama City Beach, Florida.

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

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
Teardrop Domus	144	15098	4000K	96	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully):

Missing Brackets on customer owned poles must be provided by City of PCB for FPL to place new fixtures on.
 City of Panama City Beach to pay \$50 per customer owned fixture to FPL for removal or have the fixtures removed prior to new installation.

(Continue on Sheet No. 9.142)

(Continue from Sheet No. 9.141)

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ N/A. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 4,800.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. 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.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. 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.
17. 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.
18. 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.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

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.

Changes and Terms Accepted:

City of Panama City Beach, FL
Customer (Print or type name of Organization)

By: [Signature]
Signature (Authorized Representative)

Drew Whitman
(Print or type name)

Title: City Manager

FLORIDA POWER & LIGHT COMPANY

By: Devon Dickens Digitally signed by Devon Dickens
Date: 2022.03.21 19:00:20 -05'00'
(Signature)

Devon Dickens
(Print or type name)

Title: Customer Advisor

FPL Account Number: 2108333937

FPL Work Request Number: 10702451

LIGHTING AGREEMENT

In accordance with the following terms and conditions, City Of Panama City Beach (hereinafter called the Customer), requests on this day of 8 APR, 2022, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Front Beach Rd - Crosswalks, located in Panama City Beach, Florida.

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

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
ATB2 120W Black	120	17125	4000	3	
ATB2 186W Gray	186	25839	4000	6	
400W SV Cobra	400	46000	2200		4
250W SV Cobra	250	25000	2200		1

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed
21' Black Tapered Concrete	1	
35' Wood	1	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): _____

(Continue on Sheet No. 9.142)

(Continue from Sheet No. 9.141)

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ 2.46. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 0 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. 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.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. 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.
17. 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.
18. 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.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

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.

Changes and Terms Accepted:

City of Panama City Beach, FL
Customer (Print or type name of Organization)

By: [Signature]
Signature (Authorized Representative)

Drew Whitman
(Print or type name)

Title: City Manager

FLORIDA POWER & LIGHT COMPANY

By: Devon Dickens Digitally signed by Devon Dickens
Date: 2022.01.31 16:06:31 -06'00'
(Signature)

Devon Dickens
(Print or type name)

Title: Customer Advisor



LED Lighting Plan

CHURCHWELL DR - HYBRID

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

- kWh / year
- metric tons of CO₂ every year¹
- cars from the road²

¹ eGRID, U.S. annual non-baseload CO₂ output emission rate, year 2012 data
² US Environmental Protection Agency

TOTAL	67	\$	-	\$	1,777.85	\$	-	\$	-
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Installation Details		Existing	Option 1	Option 2	Option 3
1	select fixture:		Memphis Domus 144 Watt (Pendant)		
	fixture / pole: select pole:	1 Existing	1 Existing	1 Existing	1 Existing
	Fixture*		\$ 1,708.17		
	Pole	\$ -	\$ -		\$ -
Quantity:	67				
FPL Non-LED Conversion:	No	Maintenance	\$ 69.68		
Full/Hybrid:	Hybrid_Metered	Energy**			
FPL NW Area:	Yes	Monthly Total	\$ 1,777.85		

Installation Details		Existing	Option 1	Option 2	Option 3
2	select fixture:				
	fixture / pole: select pole:	1 Existing	1 Existing	1 Existing	1 Existing
	Fixture*				
	Pole	\$ -	\$ -	\$ -	\$ -
Quantity:	0				
FPL Non-LED Conversion:	No	Maintenance			
Full/Hybrid:	Hybrid_Metered	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
3	select fixture:				
	fixture / pole: select pole:	1 Existing	1 Existing	1 Existing	1 Existing
	Fixture*				
	Pole	\$ -	\$ -	\$ -	\$ -
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	No	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
4	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	No	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
5	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
6	select fixture:				
	fixture / pole: select pole:				
	Fixture*				
	Pole				
Quantity:					
FPL Non-LED Conversion:					
Full/Hybrid:					
FPL NW Area:					

*Includes fixture fee and monthly conversion fee where applicable.
**Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.
Based upon FPL bill rates as of 01.01.22

	fixture / pole: select pole:	1	1	1	1
	Fixture*				
Quantity:	0				
FPL Non-LED Conversion:	Yes	Maintenance			
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
7	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
	Quantity:	0			
	FPL Non-LED Conversion:	Yes	Maintenance		
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
8	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
	Quantity:	0			
	FPL Non-LED Conversion:	Yes	Maintenance		
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
9	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
	Quantity:	0			
	FPL Non-LED Conversion:	Yes	Maintenance		
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

Installation Details		Existing	Option 1	Option 2	Option 3
10	select fixture:				
	fixture / pole: select pole:	1	1	1	1
	Fixture*				
	Pole				
	Quantity:	0			
	FPL Non-LED Conversion:	Yes	Maintenance		
Full/Hybrid:	Full	Energy**			
FPL NW Area:	Yes	Monthly Total			

SUB TOTAL	67	\$	-	\$	1,777.85	\$	-	\$	-
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Installation Details		Existing	Proposed	
Additional Lighting Charge (ALC)	ALC FEE			
	Total	\$	-	\$

TOTAL	67	\$	-	\$	1,777.85	\$	-	\$	-
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*Includes fixture fee and monthly conversion fee where applicable.
 **Includes Non-Fuel Energy charges, Fuel, Conservation, Capacity, Environmental, and Storm Charges.
 Based upon FPL bill rates as of 01.01.22

FPL Account Number: _____

FPL Work Request Number: 10550623

LIGHTING AGREEMENT

In accordance with the following terms and conditions, City Of Panama City Beach (hereinafter called the Customer), requests on this day of 8 APR, 2022, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Churchwell Dr. and Parking Lot located in Panama City Beach, Florida.

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

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
Teardrop Domus	144	15098	4000	67	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

Issued by: **Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems**
Effective: **January 1, 2022**

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): City of Panama City Beach to pay \$50 per customer owned fixture to FPL for removal or have the fixtures removed prior to new installation.
 Missing Brackets on customer owned poles must be provided by City of PCB For FPL to place new fixtures on.

(Continue on Sheet No. 9.142)

(Continue from Sheet No. 9.141)

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ N/A. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 3,350.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. 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.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. 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.
17. 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.
18. 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.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

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.

Changes and Terms Accepted:

City of Panama City Beach, FL
Customer (Print or type name of Organization)

By: [Signature]
Signature (Authorized Representative)

Drew Whitman
(Print or type name)

Title: City Manager

FLORIDA POWER & LIGHT COMPANY

By: Devon Dickens Digitally signed by Devon Dickens
Date: 2022.01.31 16:08:31 -08'00'
(Signature)

Devon Dickens
(Print or type name)

Title: Customer Advisor