



FPL LED LIGHTING AGREEMENT OVERVIEW

FPL ACCOUNT # 24058-57554

Street Lighting Facilities Location: Peavy Road

Installation/Modification Fee \$ 12,430.02

Term: 10 years from initiation of service

Renewals: unlimited 5 year renewal terms unless 90 days written notice prior to expiration of term/
renewal term.

Approvals:

Responsible Dept. Director	Signed by: <u>Carl Cote</u> D9149C6987AB49F...	Date	<u>Sep 3, 2026 7:02 AM PDT</u>
City Finance	Signed by: <u>Helena Alves</u> A9D59FA5D9FD417...	Date	<u>Sep 4, 2026 9:31 AM EDT</u>
City Attorney	Signed by: <u>Marcus Duffy</u> A9D59FA5D9FD417...	Date	<u>Sep 3, 2026 11:51 AM EDT</u>
City Manager	Signed by: <u>Mike McElathlin</u> D7DF1A254975438...	Date	<u>Sep 4, 2026 7:56 AM PDT</u>

FPL Contact Name and Email Scot Thrapp scot.thrapp@fpl.com



FPL Account Number: **24058-57554**

FPL Work Request Number: - _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Palm Coast (hereinafter called the Customer), requests on this 1 day of **September, 2026** , 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) Peavy Road, located in Palm Coast, Florida.

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

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Roadway	93	12,000	3K	17	

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

Pole Description	# Installed	# Removed
45' Standard Concrete Pole Side Arm Mount	17	

- (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): 12' Arms (17) 45' Standard Concrete Pole Side Arm Mount

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 \$258.31. 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 \$12,430.02 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.

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. Payments 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 ten (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.

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 Palm Coast

Customer (Print or type name of Organization)

Signed by:

By: Mike McGlothlin
Signature of Authorized Representative

Mike McGlothlin
(Print or type name)

Title: City Manager

FLORIDA POWER & LIGHT COMPANY

By: [Signature]
(Signature)

Scot Thrapp
(Print or type name)

Title: FPL LT-1 Representative

Certificate Of Completion

Envelope Id: 0416E4EC-7BE8-8E7B-8153-9B3C0347D809

Status: Completed

Subject: FPL Street Light Agreement - Palm Coast Parkway 24058-57554

Source Envelope:

Document Pages: 5

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Nathalie Garcia

AutoNav: Enabled

160 Lake Avenue

Envelopeld Stamping: Enabled

Palm Coast, FL 32164

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

NGarcia@palmcoastgov.com

IP Address: 204.145.118.4

Record Tracking

Status: Original

Holder: Nathalie Garcia

Location: DocuSign

9/3/2026 8:50:40 AM

NGarcia@palmcoastgov.com

Signer Events

Marcus Duffy

cityattorney@palmcoastgov.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

A9D59FA5D9FD417...

Signature Adoption: Pre-selected Style
Using IP Address: 204.145.118.4

Timestamp

Sent: 9/3/2026 9:06:26 AM

Viewed: 9/3/2026 11:51:09 AM

Signed: 9/3/2026 11:51:24 AM

Electronic Record and Signature Disclosure:

Accepted: 9/3/2026 11:51:09 AM

ID: 06f36f76-4cfc-44d0-9e17-7962ada564c6

Helena Alves

HAlves@palmcoastgov.com

Financial Services Director

Security Level: Email, Account Authentication
(None)

Signed by:

4F2A3892B67B492...

Signature Adoption: Pre-selected Style
Using IP Address: 172.56.75.23

Sent: 9/3/2026 9:06:26 AM

Viewed: 9/3/2026 9:25:48 AM

Signed: 9/4/2026 9:31:13 AM

Electronic Record and Signature Disclosure:

Accepted: 9/3/2026 9:25:47 AM

ID: 86812c1e-c2ae-4706-9459-f9017ee6f2db

Carl Cote

ccote@palmcoastgov.com

Director of Stormwater & Engineering

Security Level: Email, Account Authentication
(None)

DocuSigned by:

D9149C6987AB49F...

Signature Adoption: Pre-selected Style
Using IP Address: 204.145.118.4

Sent: 9/3/2026 9:06:27 AM

Viewed: 9/3/2026 10:01:49 AM

Signed: 9/3/2026 10:02:00 AM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2017 2:29:30 PM

ID: 57f5e21f-01ca-434c-9fbe-34c1c73c8255

Mike McGlothlin

MMcGlothlin@palmcoastgov.com

City Manager

City of Palm Coast

Security Level: Email, Account Authentication
(None)

Signed by:

D7DF1A254975438...

Signature Adoption: Pre-selected Style
Using IP Address: 204.145.118.4

Sent: 9/4/2026 9:31:16 AM

Viewed: 9/4/2026 10:56:28 AM

Signed: 9/4/2026 10:56:39 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Scot Thrapp scot.thrapp@fpl.com Sr. Sales Rep Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/7/2026 10:49:30 AM ID: 9879cefd-450c-4e47-942f-c263fdbd3567	Completed Using IP Address: 136.226.122.188	Sent: 9/4/2026 10:56:41 AM Viewed: 9/7/2026 10:49:30 AM Signed: 9/7/2026 10:50:50 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Scot Thrapp scot.thrapp@fpl.com Sr. Sales Rep Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/7/2026 10:49:30 AM ID: 9879cefd-450c-4e47-942f-c263fdbd3567	COPIED	Sent: 9/7/2026 10:50:52 AM
Tyler Gibson tgibson@palmcoastgov.com Project Manager II Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/12/2019 2:51:59 PM ID: 11fa6c71-692d-4614-a7ef-725b7d66cef4	COPIED	Sent: 9/7/2026 10:50:52 AM
Eric Gebo egebo@palmcoastgov.com Architect III Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/3/2026 7:05:42 AM ID: fd4f5540-75c8-4712-ac36-2537bfea6ea4	COPIED	Sent: 9/7/2026 10:50:52 AM
Kathy Picano KPicano@palmcoastgov.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/6/2025 9:46:45 AM ID: 52ed9c9c-f39e-4833-8568-fb09a58c4f4a	COPIED	Sent: 9/7/2026 10:50:52 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/3/2026 9:06:27 AM
Certified Delivered	Security Checked	9/7/2026 10:49:30 AM
Signing Complete	Security Checked	9/7/2026 10:50:50 AM
Completed	Security Checked	9/7/2026 10:50:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact City of Palm Coast:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rconceicao@palmcoastgov.com

To advise City of Palm Coast of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rconceicao@palmcoastgov.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palm Coast

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palm Coast as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palm Coast during the course of my relationship with you.