

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 07-256

Customer Name Okaloosa County Board of County Commissioners Date 05-02-2007

DBA _____ Telephone No. _____ Soc. Sec. No. (if applicable) _____

Residential Home Business Commercial Industrial Street Lighting

Street Address (Subdivision, etc.) of Light(s) 0 MSBU Rocky Bayou Niceville, FI 32578

Mailing Address 101 E James Lee Blvd Crestview, FI 32536

Driving Directions Corner of Ruckle Dr. & Bond Cir. in rocky Bayou S/D - Rocky Bayou HOA to pay up front charges of \$1659.00 for wire, trenching and pole cost w/contract # 07-257

Location of Light(s) One light at intersection of Ruckle Dr. & Bond Cir.

Meter No. N/A Account No. 31059-88004 TLM No(s). N/A

JETS WO No. 28332 FSO No. _____ New Installation Existing Installation

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of five (5) years for high pressure sodium street lighting, three (3) years if any high pressure sodium vapor (non-residential) or metal halide (non-residential) general area lighting is installed, and two (2) years if any high pressure sodium vapor (residential) general area lighting is installed, unless additional facilities required by the Company require a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

APPLICANT

Application Taken By Robert P. Cotton

Applicant [Signature]



Approved by _____
Authorized Company Representative

Title Chairman

Date 6-19-07

ISSUED BY: Susan Story

EFFECTIVE: January 31, 2006

FACILITIES FURNISHED:

High Pressure Sodium Vapor Lighting:

Q	8,800 Lumen (100 Watts) Open Bottom Light(s) to be installed at a base rate of \$4.04 each per month	<u>\$0.00</u>
Q	8,800 Lumen (100 Watts) Open Bottom with Shield Light(s) to be installed at a base rate of \$5.02 each per month	<u>\$0.00</u>
Q	8,800 Lumen (100 Watts) Decorative Acorn Light(s) to be installed at a base rate of \$14.59 each per month	<u>\$0.00</u>
Q	8,800 Lumen (100 Watts) Decorative Colonial Light(s) to be installed at a base rate of \$4.94 each per month	<u>\$0.00</u>
Q	8,800 Lumen (100 Watts) Decorative English Coach Light(s) to be installed at a base rate of \$15.80 each per month	<u>\$0.00</u>
1	8,800 Lumen (100 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$5.02 each per month	<u>\$5.02</u>
Q	25,000 Lumen* (250 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$7.40 each per month	<u>\$0.00</u>
Q	46,000 Lumen* (400 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$8.88 each per month	<u>\$0.00</u>
Q	8,800 Lumen (100 Watts) Cutoff Cobrahead*** Light(s) to be installed at a base rate of \$5.40 each per month	<u>\$0.00</u>
Q	25,000 Lumen* (250 Watts) Cutoff Cobrahead*** Light(s) to be installed at a base rate of \$7.46 each per month	<u>\$0.00</u>
Q	46,000 Lumen* (400 Watts) Cutoff Cobrahead*** Light(s) to be installed at a base rate of \$8.90 each per month	<u>\$0.00</u>
Q	25,000 Lumen* (250 Watts) unmetereed Bracket Mount Close-In-Setback Light(s) to be installed at a base rate of \$13.82***** each per month	<u>\$0.00</u>
Q	25,000 Lumen* (250 Watts) metered Bracket Mount Close-In-Setback Light(s) to be installed at a base rate of \$11.90***** each per month	<u>\$0.00</u>
Q	25,000 Lumen* (250 Watts) unmetereed Tenon Top Close-In-Setback Light(s) to be installed at a base rate of \$13.83***** each per month	<u>\$0.00</u>
Q	25,000 Lumen* (250 Watts) metered Tenon Top Close-In-Setback Light(s) to be installed at a base rate of \$11.91***** each per month	<u>\$0.00</u>
Q	46,000 Lumen* (400 Watts) unmetereed Shoebox Light(s) to be installed at a base rate of \$13.48** each per month	<u>\$0.00</u>
Q	46,000 Lumen* (400 Watts) metered Shoebox Light(s) to be installed at a base rate of \$10.33** each per month	<u>\$0.00</u>
Q	25,000 Lumen* (250 Watts) Small Off Road Light(s) to be installed at a base rate of \$13.65 each per month	<u>\$0.00</u>
Q	46,000 Lumen* (400 Watts) Small Off Road Light(s) to be installed at a base rate of \$15.40 each per month	<u>\$0.00</u>
Q	46,000 Lumen* (400 Watts) Directional Light(s) to be installed at a base rate of \$9.62 each per month	<u>\$0.00</u>

Metal Halide Lighting:

Q	12,000 Lumen (175 Watts) Decorative Acorn Light(s) to be installed at a base rate of \$16.18 each per month	<u>\$0.00</u>
Q	12,000 Lumen (175 Watts) Decorative Colonial Light(s) to be installed at a base rate of \$6.55 each per month	<u>\$0.00</u>
Q	12,000 Lumen (175 Watts) Decorative English Coach Light(s) to be installed at a base rate of \$17.40 each per month	<u>\$0.00</u>
Q	32,000 Lumen* (400 Watts) Small Flood Light(s) to be installed at a base rate of \$9.84 each per month	<u>\$0.00</u>
Q	32,000 Lumen* (400 Watts) unmetereed Small Parking Lot Light(s) to be installed at a base rate of \$14.92** each per month	<u>\$0.00</u>
Q	32,000 Lumen* (400 Watts) metered Small Parking Lot Light(s) to be installed at a base rate of \$11.79** each per month	<u>\$0.00</u>
Q	100,000 Lumen* (1000 Watts) Large Flood Light(s) to be installed at a base rate of \$18.01 each per month	<u>\$0.00</u>
Q	100,000 Lumen* (1000 Watts) unmetereed Large Parking Lot Light(s) to be installed at a base rate of \$27.77** each per month	<u>\$0.00</u>
Q	100,000 Lumen* (1000 Watts) metered Large Parking Lot Light(s) to be installed at a base rate of \$20.50** each per month	<u>\$0.00</u>

Poles:

Q	Thirteen (13) ft. Decorative Concrete Pole(s) used only for Decorative Lights to be installed at \$12.20 each per month	<u>\$0.00</u>
Q	Twenty (20) ft. Fiberglass Pole(s) used only for Decorative Colonial Lights to be installed at \$4.53 each per month	<u>\$0.00</u>
Q	Thirty (30) ft. Concrete Pole(s) to be installed at \$6.15 each per month	<u>\$0.00</u>
Q	Thirty (30) ft. Fiberglass Pole(s) with concrete, anchor-based pedestal used primarily for 100,000 Lumen Large Parking Lot Lights to be installed at \$29.08 each per month	<u>\$0.00</u>
Q	Thirty-five (35) ft. Concrete Pole(s) to be installed at \$8.94 each per month	<u>\$0.00</u>
Q	Thirty-five (35) ft. Concrete (Tenon Top) Pole(s) to be installed at \$12.35 each per month	<u>\$0.00</u>
Q	Thirty-five (35) ft. Wood Pole(s) to be installed at \$4.27 each per month	<u>\$0.00</u>
Q	Forty (40) ft. Wood Pole(s) to be installed at \$5.24 each per month	<u>\$0.00</u>
Q	Forty-five (45) ft. Concrete (Tenon Top) Pole(s) to be installed at \$16.22 each per month	<u>\$0.00</u>

Form 5 (Continued)

Contract No. 07-256

Miscellaneous Additional Facilities:

<u>Q</u>	Single arm for Shoebox/Small Parking Lot Light to be installed at \$1.69 each per month	<u>\$0.00</u>
<u>Q</u>	Double arm for Shoebox/Small Parking Lot Light to be installed at \$1.88 each per month	<u>\$0.00</u>
<u>Q</u>	Triple arm for Shoebox/Small Parking Lot Light to be installed at \$2.56 each per month	<u>\$0.00</u>
<u>Q</u>	Quadruple arm for Shoebox/Small Parking Lot Light to be installed at \$3.22 each per month	<u>\$0.00</u>
<u>Q</u>	Tenon Top Adapter for 100,000 Lumen Large Parking Lot Light(s) to be installed at \$3.14 each per month	<u>\$0.00</u>
<u>Q</u>	Optional 100 Amp Relay to be installed at \$17.58 each per month	<u>\$0.00</u>
<u>Q</u>	25 KVA Transformer (non-coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot Light(s) to be installed at \$24.33 each per month	<u>\$0.00</u>
<u>Q</u>	25 KVA Transformer (coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot Light(s) to be installed at \$34.67 each per month	<u>\$0.00</u>
<u>Q</u>	All Other Additional Facilities to be installed at 1.74.% per month of Company's total installed cost	<u>\$0.00</u>
	Total Base Monthly Charge****	<u>\$5.02</u>

* Available for non-residential application only

** Base rate does not include cost of arm, tenon top adapter, or optional 100 amp relay. Select the appropriate arm charge (single, double, triple, or quadruple), tenon top adapter, or optional 100 amp relay shown above.

*** Not available with arms 12 feet or longer in coastal areas. Cutoff Cobrahead fixtures are the only lighting options in this group for *roadway lighting* on roads next to the Gulf of Mexico assuming all Federal laws and recommendations are met. Open bottom fixtures with a shield and directionals facing away from the beach may be allowed for parking lots, etc. in the coastal area.

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

***** Base rate does not include cost of optional 100 amp relay. Select the optional 100 amp relay in the Miscellaneous Additional Facilities section, if applicable.

ORDINANCE NO. 99-15

AN ORDINANCE CREATING THE ROCKY BAYOU COUNTRY CLUB ESTATES MUNICIPAL SERVICES BENEFIT UNIT; PROVIDING THAT SAID DISTRICT INCLUDE ALL OF THE PROPERTIES WITHIN THE UNPLATTED AIR FORCE PROPERTY ON THE EAST; UNPLATTED AIR FORCE PROPERTY ON THE NORTH; PINECREST SUBDIVISION #1 ON THE WEST; EDGEWATER PLATS ON THE SOUTH; PROVIDING THE BOUNDARIES, PURPOSE, ADVISORY BOARD, GOVERNING BOARD, OFFICERS, DUTIES, POWERS, PROCEDURES, AND REGULATIONS; PROVIDING THAT THE PURPOSE OF THE SAME SHALL BE FOR THE INSTALLATION AND MAINTENANCE OF STREET LIGHTS; PROVIDING FOR THE FINANCING OF THE OPERATIONS OF SAID DISTRICT BY THE IMPOSITION OF AN ASSESSMENT; PROVIDING A MODE OF COLLECTION FOR SAID ASSESSMENTS; PROVIDING PENALTIES FOR NON-PAYMENT; PROVIDING AN EFFECTIVE DATE, AND REPEALING ALL ORDINANCES OR PROVISIONS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA:

Section 1. Creation; Boundaries.

1. This Ordinance is enacted pursuant to and in accordance with the provisions of Sections 125.01(1)(q), and 125.01(2), Florida Statutes.

2. There is hereby created a municipal services benefit unit to be known as the Rocky Bayou Country Club Municipal Services Benefit Unit, hereinafter referred to as the "District", for the purpose of providing street lighting for the benefit of the residents of the District. The following described properties in Okaloosa County shall comprise the District:

All of the properties within the Rocky Bayou Country Club Estates Units 1 thru 11, Lakeway Villas II, and Lakeway Villas III Subdivisions.

Section 2. Governing Body: Advisory Committee.

The Board of County Commissioners of Okaloosa County, Florida, shall be the governing body of the district, and shall exercise that function by the approval of the annual budget of the District and the execution of contracts for improvements and services for the District, and the disbursement of funds. The business and affairs of the District shall be administered and conducted by a Committee of five (5) members of the District, who shall be qualified electors residing in the District. The committee shall monitor the desires of the owners and residents and make recommendations to the Board relative to all phases of the operations of the District, including but not limited to the selection of legal counsel, the selection of engineers, the proposed annual or monthly assessment to be levied and the basis therefor, the number and location of streetlights, contracts with Gulf Power, coordination with the Water & Sewer Department, the selection of contractors for the installation of improvements, the feasibility of projects, and the proposed priorities thereof.

A. Selection and Terms of Office. The initial Committee shall consist of five (5) members hereby appointed as follows: Conrad Van Buren, 1882 Ruckel Drive, Lisa Young, 312 Ruckel Drive, Sherri Boulton, 4046 bond Circle, 2178 Chase Drive, Lynn Keene, 4038 Bond Circle, Scott Wilcoxon, 207 Ruckel Drive, Trish Vermillion, 1241 Ruckel Drive.

The Chairman of the Committee shall be Conrad Van Buren, 1382 Ruckel Drive. The Committee shall initially be appointed for a period of one year, and shall during said period adopt its own rules of procedure, by-laws, and mode of selecting and terms of Committee persons for subsequent years.

B. Officers: Meetings. The officers of the Committee shall be a Chairman and a Secretary. The Secretary shall be elected by the Committee at their first meeting and shall have the

Secretary. The Secretary shall be elected by the Committee at their first meeting and shall have the duties usually pertaining to that office. A record shall be kept of all meetings of the Committee and in such meetings concurrence of a majority of the members present constituting a quorum shall be necessary for any affirmative action by the Committee. The meetings of the Committee and minutes of the meetings shall be open to the public at all times.

Section 3. Meetings. The governing body of the District shall meet at least annually to consider assessments and review operations if necessary. A record shall be kept of all meetings and in such meetings concurrence of a majority of the County Commissioners present constituting a quorum shall be necessary for any affirmative action.

Section 4. Audit. The books and records of the District may be audited annually, at the expense of the District, by the Auditor General, a private auditing firm, or the Clerk of Circuit Court of Okaloosa County, Florida.

Section 5. Powers. The governing body of the District shall have the authority to:

- (a) Contract with public or private utility companies or independent contractors, for the furnishing of street lighting services to the District;
- (b) Set the assessments to be imposed and levied for the funding of the District;
- (c) Designate the location and number of street lights within the District.

Section 6. Funding.

- (a) Funds for services to be provided will be derived from special assessments within the District.
- (b) All customers utilizing the services of the City of Niceville Water and Sewer System shall be billed and pay the monthly assessment for the District with the monthly water and

sewer charges. In the event the monthly assessment for funding of the district is not paid when due, all city water services, in the event of non-collection, file a lien against the property, or not reconnect the said property when services are discontinued or interrupted until said initial installation costs are paid plus interest at the prevailing statutory judgement rate from the date of initial billing for the same.

Section 7. Penalty. Any person, firm, corporation, or other legal entity violating any provision of this Ordinance shall be prosecuted and punished in accordance with the provisions of Section 125.69, Florida Statutes (1990).

Section 8. Liberal Construction. The provisions of this Ordinance shall be liberally construed in order to effectively carry out the purposes of this Ordinance in the interest of the public health, welfare, and safety of the citizens encompassed within the District.

Section 9. Severability. It is declared to be the intent of the Board that if any Section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 10. Effective Date. This Ordinance shall take effect upon receipt of official acknowledgment from the Department of State of the State of Florida that it has been filed and does hereby repeal all Ordinances or provisions thereof in conflict herewith.

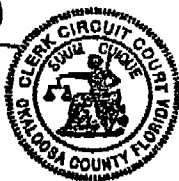
DULY PASSED AND ADOPTED in regular session on this the 20th day of July, 1999.

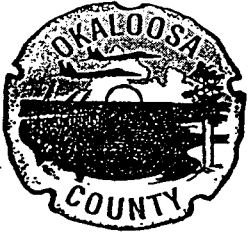
OKALOOSA COUNTY, a political
Subdivision of the State of
Florida

BY: *Dennis D. Nicholson*
DENNIS D. NICHOLSON, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Newman C. Brackin
NEWMAN C. BRACKIN
CLERK OF CIRCUIT COURT





Board of County Commissioners

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

State of Florida

Date: 2/10/00

Contract/Lease Control #: 000-0355-PWI-29

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF WIREVILLE

Lessor: _____

Effective Date: 1/18/00

Term: INDIVIDUAL # 0

Description of Contract/Lease: MONTHLY UTILITY BILL COLLECTION, MSBY

Department Manager: PUBLIC WORKS / MS SCATTERDAYE

Department Monitor: JAMES RUCKETT

Monitor's Telephone #: 689-5772

Monitor's FAX #: 689-5715

Date Closed: _____

INTERLOCAL AGREEMENT

The purpose of this Interlocal Agreement is to provide for the collection of the costs of providing street lights by the Rocky Bayou Country Club Estates Municipal Services Benefit Unit created by Okaloosa County.

THIS AGREEMENT, made and entered into this 18th day of January, 2000, between the City of Niceville, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the County of Okaloosa, a political subdivision of the State of Florida (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, the parties in this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 (Subsection 163.01 Florida Statutes) to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and the CITY may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Interlocal Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, entering into this Interlocal Agreement is in the best interests of the citizens of Okaloosa County as it will benefit the health, safety and welfare of said citizens,

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representatives contained herein, the parties hereto agree as follows:

ARTICLE I. STATEMENT OF PURPOSE

The purpose of this Interlocal Agreement is to establish a method whereby the CITY will collect through its monthly utility

billings the cost of installing and providing street lights for the Rocky Bayou Country Club Estates Municipal Services Benefit Unit created by the County.

ARTICLE II. DURATION AND MODIFICATIONS

This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Okaloosa County, Florida. This Interlocal Agreement shall remain in effect for three (3) years and shall be automatically renewed for successive three (3) year periods unless one party notifies the other party in writing more than sixty (60) days before each three (3) year anniversary of their wish to terminate this Interlocal Agreement.

Otherwise, any Member may terminate as a party to this Agreement upon one hundred eighty (180) days written notice.

This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to this Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Okaloosa County, Florida.

ARTICLE III. DUTIES

A. The City shall collect monthly an amount as specified by Resolution of the Rocky Bayou Country Club Estates Municipal Services Benefit Unit from those customers utilizing the City's water services and residing within the MSBU.

B. The Rocky Bayou Country Club Estates Municipal Services Benefit Unit will be responsible for coordinating with the City the residents that are to be billed, the amount to bill each customer, and any changes in the billing status.

C. The City will at the end of each month's billing cycle forward the payments received, less the amount due City, to the office of the Clerk Of Circuit Court, Finance Department, who will then process payment to the correct power company.

ARTICLE IV. CONSIDERATION

The City shall retain five (5%) of all amounts collected as consideration for its labor and administrative costs in providing this service.

ARTICLE V. DISPUTE RESOLUTION

Any dispute as to the terms of this Interlocal Agreement shall be resolved by the Managers of the CITY and COUNTY.

ARTICLE VI. LIABILITIES

Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance. This provision shall not be construed as any waiver of Sovereign immunity by either party. No private cause of action shall arise based on Article III duties. The CITY shall not be responsible for failing to collect from any customer who refuses to pay the monthly assessment of the Rocky Bayou Country Club Estates Municipal Services Benefit Unit.

ARTICLE VII. RECORDING

The County Manager of Okaloosa County is hereby authorized and directed after approval of this Interlocal Agreement by the respective governing bodies of COUNTY and CITY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida.

ARTICLE VIII. MEMBERS LIABILITY

No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of COUNTY or CITY in its, his, her or their individual capacity, and neither the members of the governing body shall be liable personally or shall be subject to any accountability for reasons of the execution by COUNTY or CITY of this Interlocal Agreement or any act pertaining thereto.

ARTICLE IX. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Interlocal Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the

remaining covenants, agreements or provisions of this Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned have entered into this Interlocal Agreement on the date and year first written.

THE CITY OF NICEVILLE

(SEAL)

By: Randall Wise
RANDALL WISE
MAYOR

ATTEST:

Daniel J. Deacet
CITY CLERK

THE COUNTY OF OKALOOSA

(SEAL)

By: Paula L. Riggs
PAULA L. RIGGS
CHAIRMAN

ATTEST:

for Newman C. Brackin
NEWMAN C. BRACKIN
Clerk of Circuit Court

