

ORDINANCE NUMBER 85

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION BY THE MAYOR OF A CONTRACT BETWEEN THE CITY OF BONIFAY AND THE HOUSTON POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR LIGHTING THE STREETS OF SAID CITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, AS FOLLOWS:

Section 1. That the Mayor be and is hereby authorized, empowered and directed, for and on behalf of the City, to enter into a contract with the Houston Power Company, a corporation its successors and assigns, the terms of which are hereby set out and approved in all things by the City Council, to-wit;

STREET LIGHT CONTRACT

STATE OF FLORIDA, HOLMES COUNTY:

THIS CONTRACT, made and entered into on this the ____ day of _____ 1926, by and between Houston Power Company, a corporation, its successors and assigns, hereinafter called the Company, and the City of Bonifay, Florida, a municipal corporation, hereinafter called the City,

WITNESSETH:

FIRST: For and in consideration of the mutual agreements herein contained and the amount hereinafter agreed to be paid to the company by the City the Company agrees, for a period of five (5) years from the beginning of service (not later than the 1st. day of April 1926), to furnish and maintain electric current for 40-100 candle Power Mazda Lamps at \$27.50 per lamp per year.

The said 40 lamps are to be located at the places shown on map identified by the signatures of the Mayor of said City and the Manager of the Division of the Company, which map shall be and is hereby made a part of the contract.

SECOND: The city agrees to take and pay for the said 40 lamps at the rate of \$1,100.00 per annum, payable at the office of the Company in said in equal monthly installments on or before the 10th day of the month following the month during which service was rendered.

THIRD: The company further agrees to furnish and the City agrees to take from the Company and pay for such additional lamps as the City may need or require during the continuance of this contract at the following prices:

400 Candle Power Mazda Lamps \$75.00 per lamp per year.

250 Candle Power Mazda Lamps \$50.00 per lamp per year.

100 Candle Power Mazda Lamps \$27.00 per lamp per year.

80 Candle Power Mazda Lamps \$25.00 per lamp per year.

60 Candle Power Mazda Lamps \$22.00 per lamp per year.

Each additional lamp ordered installed by the City shall immediately upon its installation become subject to all the terms and conditions of this contract.

FOURTH: It is further understood and agreed that any additional lamps installed by the City shall be located at such places along the existing lines of the Company within the limits of its distributing system as the City may direct; but it is understood and agreed that no lamp shall be located more than four hundred (400) feet from the nearest series street lighting circuit of the Company unless the actual cost of placing said lamp beyond the said four hundred (400) feet limit is first paid to the Company.

FIFTH: It is further understood and agreed that when any lamp is once located, should the City desire it moved at any time to a different location the Company will move such lamp to such new location along the existing lines of the Company within the limits of its distributing system upon receiving all cost and expense of moving such lamp.

SIXTH: It is further understood and agreed that no additional lamp shall be ordered installed by the City during the last two years of this contract unless the actual cost of installing such additional lamp or lamps is first paid to the Company; all equipment so installed at the expense of the City is to be the property of the City and may be removed by it at the expiration of the contract period, provided a new contract is not entered into between the City and the Company as hereinafter provided for in this section; but the Company may at its option purchase same from the City at its actual value at the end of the contract period, if such new contract is not entered into. In the event the Company desires to purchase said equipment and the parties hereto cannot agree upon the actual value of such equipment at the end of the contract period, then its value shall be determined by two disinterested and competent persons, one of whom shall be selected by the City and the other shall be selected by the Company, and if the two so selected are unable to agree, then they shall select a third disinterested and competent person. An award in writing by a majority of the persons thus selected fixing the actual value of said equipment shall be final and conclusive upon the parties. In the event the City shall enter into another contract with the Company at the expiration of this contract binding itself to take and pay for the number of lamps included in this contract, together with any additional lamps which may be installed during the term of this contract for at least five years, then the title to said equipment shall pass to the Company and the Company will credit the City with the actual cost of installing any lamps ordered installed and paid for by the City during the last two years of this contract.

SEVENTH: The Company further agrees that all lamps shall burn each night from evening twilight to morning twilight.

EIGHTH: In the event the City fails to pay such monthly installments for all lamps as it may owe under this contract, the Company may, at its option, discontinue such service until full payment is made therefor, with interest thereon, but this contract shall not be otherwise affected, and upon full payment of all sums due hereunder, with interest thereon, service shall be restored by the Company.

NINTH: It is further agreed that in the event the supply or electric energy should be interrupted or fail by reason of accident, or condition beyond the control of the Company, the Company shall restore the service within a reasonable time, and such interruption shall not constitute a breach of this contract, nor shall the Company be liable for damages by reason of such interruption or failure, but for any such interruption or failure of one or more lamps longer than three hours shall for such time credit the City for the pro rate cost of the lighting of such lamp or lamps during such time as it or they may be out.

TENTH: Wherever in this contract either the City or the Company is named, or referred to it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein contained by or on behalf of said City, or by or on behalf of the Company, shall bind and insure to the benefit of the respective successor, successors or assigns, of said City or of the Company, whether so expressed or not.

ELEVENTH: A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

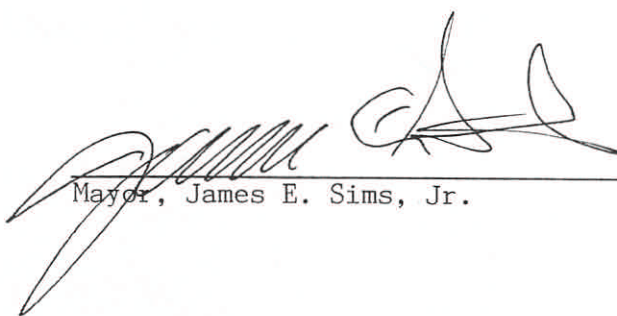
IN WITNESS WHEREOF, the said Houston Power Company has caused this instrument to be executed in its name by _____, as its President, and attested by _____, as its secretary, and its corporate seal to be hereunto affixed, and the said City has caused this contract to be executed in its name and its corporate seal to be hereunto affixed by its Mayor and attested by its Clerk on the day and year first above written in duplicate.

Attest _____ Secretary Houston Power Company by _____
President
Attest _____ Clerk City of Bonifay, Florida by _____
Mayor

Section 2. Be it further ordained that the Mayor of the City is hereby authorized, empowered and directed to execute the foregoing contract in duplicate in the name and on behalf of the City and to affix the corporate seal of the City thereto, and when the same is executed by said Houston Power Company, its successors or assigns, in duplicate, said Mayor shall deliver one copy of the executed contract to said Houston Power Company, its successors or assigns, and retain the other copy.

Section 3. The said Houston Power Company, its successors or assigns, shall, within ninety (90) days from the approval of this ordinance by the Mayor, file a written acceptance hereof and execute the contract herein contained.

Attest: _____ Clerk
Adopted this the _____ day of 192 _____ President City Council.
Approved this _____ day of 192 _____ Mayor.



Mayor, James E. Sims, Jr.

ATTEST:



City Clerk, Shirley Mitchell

Re-adopted this 27 day of July, 1992.