

ORDINANCE NUMBER 97

AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION BY THE MAYOR OF A CONTRACT BETWEEN THE CITY OF BONIFAY, FLORIDA, AND THE GULF 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 Gulf Power Company, a corporation, its successors and assigns, the terms of which are herein set out and approved in all things by the City Council, to-wit:

STATE OF FLORIDA  
HOLMES COUNTY

STREET LIGHT CONTRACT

This Contract, made and entered into on this the 14th, day of December, 1931, by and between Gulf 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 hereby agrees, for a period of one (1) year from the beginning of service April 1st, 1931 and continuing thereafter from year to year until the City shall give the Company at least three months written notice of its intention to terminate this contract, to furnish electric current for and maintain the following street lamps:

20 - 1000 Lumen Series Lamps

Such lamps are to be located at the places shown on map identified by the signatures of the Mayor of the City and the General Manager of the Company. Such map shall be and is hereby made a part of this contract.

Second: The City agrees to take and pay for such lamps in accordance with the schedule prescribing the following annual charges, payable at the office of the Company in said City in equal monthly installments on or before the 10th day following the date of the bill for which service is rendered.

Lamp Rating:	Charges per Lamp per year:
1,000 Lumen Series Lamp	\$27.50
2,500 Lumen Series Lamp	\$50.00

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 above named prices.

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 when any additional lamps are ordered installed by the City shall be lamps already installed but not in service, unless the actual cost of installing such lamps 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: The Company further agrees that all lamps furnished shall burn each night from dusk to dawn.

Seventh: 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 at 6% per annum, but this contract shall not be otherwise affected, and upon full payment of all sums due hereunder, with interest thereon at 6% per annum, services shall be restored by the Company.

Eighth: It is further agreed that in the event the supply of electric energy should be interrupted or fail by reason of accident, or conditions 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 the Company shall for such time credit the City for the prorata cost of the lighting of such lamp or lamps during such time as it or they may be out.

Ninth: 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.

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

In Witness Whereof, the said Gulf Power Company has caused this instrument to be executed in its name by R. W. Williamson, as its President, and attested by W. Grant, as its secretary, and the 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: W. Grant, Secretary.

Gulf Power Company, By R. W. Williamson,  
President.

Attest: K. D. Rooks, Clerk

City of Bonifay By K. P. Sessions, President  
City Council.

By J. T. Byrd, 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 Gulf Power its successors or assigns, induplicate, said Mayor shall deliver one copy of the executed contract to said Gulf Power Company, its successors or assigns, and retain the other copy.

Section 3. The said Gulf 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.

Adopted this the 14th day of December 1931. K. D. Rooks, Clerk

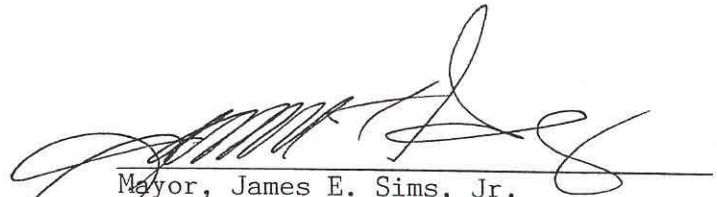
Approved this the 15th day of December 1931. J. T. Byrd, Mayor.

I hereby certify that the foregoing is a true and correct copy of ordinance on file in this office.

City Clerk, Bonifay Florida 12/19/31.

ATTEST:

  
City Clerk, Sharley Mitchell

  
Mayor, James E. Sims, Jr.

Re-adopted this 27 day of July, 1992.