

ORDINANCE NO. 92

AN ORDINANCE PROVIDING FOR STREET LIGHTING IN THE CITY OF Gosnell;  
 AUTHORIZING AN AGREEMENT OF THE CITY OF Gosnell WITH ARKANSAS  
 POWER & LIGHT COMPANY FOR SAID COMPANY TO PROVIDE STREET LIGHTING SERVICE TO CITY; TO  
 AUTHORIZE PAYMENT FOR SUCH SERVICE; AND FOR OTHER PURPOSES.

WHEREAS, the Arkansas Power & Light Company owns and operates electric distribution facilities within the City;  
 and

WHEREAS, the Arkansas Power & Light Company is willing to install, expand and/or improve the street light-  
 ing system within the area it may legally serve as may be directed by the City, if the City will execute a contract  
 for such service; and

WHEREAS, it is advisable for the City to enter into a contract for street lighting with the Arkansas Power &  
 Light Company;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Gosnell;

Section 1. That the Mayor and City Clerk be, and they are hereby authorized, empowered and directed to make  
 and enter into a contract for and on behalf of the City of Gosnell with the Arkansas  
 Power & Light Company, which contract shall be substantially as follows:

## AGREEMENT FOR STREET LIGHTING SERVICE

THIS AGREEMENT, made this 10 day of March, 1987, between the City  
 of Gosnell, Arkansas, hereinafter called "City," and Arkansas Power & Light Company, an  
 Arkansas corporation, hereinafter called "Company,"

## WITNESSETH:

WHEREAS, Company now owns and operates an electric distribution system within City, and the City, in  
 order that the street lighting facilities may be modern and adequate, desires that the Company make certain changes  
 in these facilities, and the Company is agreeable to making the changes the City desires by installing street lighting  
 facilities and/or the improvement of certain existing street lighting facilities;

NOW, THEREFORE, it is agreed and understood between the City and the Company as follows:

1. In consideration of the Company making facilities available for street lighting purposes and/or the improve-  
 ment of certain existing street lighting facilities and the benefits accruing to the parties hereto, the City agrees to  
 purchase all street lighting service required by it from the Company in the areas where Company may legally serve,  
 and the Company agrees to supply and sell to the City, and City agrees to pay for, all such service under Com-  
 pany's applicable Rate Schedules and Service Regulations as now on file with the Arkansas Public Service Com-  
 mission or as provided in said Schedules and Regulations as they may be lawfully amended, altered or superseded  
 in the future, with the approval of the Arkansas Public Service Commission or any other regulatory agency having  
 jurisdiction.

2. Company will at its expense make the following removals from its present street lighting facilities serving the City of Gosnell:

3. Company will at its expense make the following additions to its street lighting facilities serving the City of Gosnell:

18 - 150 Watt High Pressure Sodium Luminaires

2 - 250 Watt High Pressure Sodium Luminaires

LIGHT ON SOUTH SIDE OF LAKE STREET AT AIR BASE HWY. WAS NOT INSTALLED BY APIL. THIS WAS IN REA TERRITORY. CITY OF GOSNELL WILL NOT BE BILLED FOR THIS LIGHT.

TOTAL = 17 - 150W H.P.S  
2 - 250W H.P.:

KMA 4-21-87

4. After completion of the hereinabove described removals and additions, the Company's street lighting facilities serving the City of Gosnell will consist of:

18 - 150 Watt High Pressure Sodium Luminaires

2 - 250 Watt High Pressure Sodium Luminaires

5. In order to provide for further improvements to the street lighting in the future serving the City of Gosnell, Company agrees to make additions or changes in its street lighting facilities when requested in writing by the Mayor, upon authorization of the City Council, provided, in Company's judgment, such changes do not constitute a major revision of the street lighting facilities. Such additional street lights or changes in existing street lights will be made at Company's expense and electric service for such lights will be supplied by the Company and will be paid for by the City in accordance with the provisions of the applicable Rate Schedule, and under the terms and conditions of this agreement.

6. In addition to supplying street lighting service from Company owned street lighting facilities, Company agrees to supply and sell to the City street lighting service from non Company owned street lighting facilities and the City agrees to purchase and pay for such service in accordance with the provisions of the applicable Rate Schedule, and the terms and conditions of this agreement.

Non Company owned street lighting facilities consist of:

None

7. This constitutes the entire agreement between the parties hereto with reference to the subject matter hereof and supersedes all previous understandings and agreements, written or oral, pertaining to the same subject matter.

8. The term of the agreement shall be from March 10, 1987 to March 10, 1988, and shall be automatically extended for successive periods of five years each until terminated by written notice given by one party to the other not more than six months, nor less than three months, prior to the expiration of the original term or any extension thereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 10th day of March, 1987

CITY OF Gosnell, ARKANSAS

By Carl B. Schuttler  
Mayor

ATTEST:

Janice Gray  
City Clerk

ARKANSAS POWER & LIGHT COMPANY

By K. L. Breeden  
Vice President

ATTEST:

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Assistant Secretary

Section 2. It is found and is hereby declared that modern and adequate street lighting is necessary for the preservation of the public health, peace, welfare and safety of the inhabitants of the City, and the City's present system is inadequate and in need of improvement and expansion, and the making of the abovementioned contract will relieve an emergency now existing. Therefore, an emergency is declared to exist, and this ordinance, being necessary for the preservation of the public peace, health and safety, shall take effect and be in full force from and after its passage.

PASSED this 10th day of March, 1987.

APPROVED:

Carl B. Schuttler  
Mayor

ATTEST:

Janice Gray  
City Clerk