

ORDINANCE NO. 0-79-24

AN ORDINANCE ENTITLED "AN ORDINANCE PROVIDING FOR THE LEASING OF THE CITY ELECTRIC PLANT TO THE CONWAY CORPORATION."

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

Section One. THAT The City of Conway, Arkansas does hereby lease unto the Conway Corporation the Electric Plant owned by said City, said lease being as is hereinafter set out, and the Mayor and Clerk-Treasurer of said City shall be, and they are hereby, authorized and directed to execute, acknowledge and deliver the same in the name and on behalf of the City of Conway and to affix thereto the corporate seal of the City of Conway, said lease being as follows, to-wit:

LEASE

The following lease made and entered into by and between the City of Conway, Arkansas, hereinafter designated as Lessor, and Conway Corporation, hereinafter designated as Lessee, WITNESSETH:

Unless the context specifically indicates otherwise, the following words and/or terms, when used in this ordinance, shall have the following meaning:

"Electric Plant" shall include all property, equipment and apparatus of every kind and nature, whether now owned or hereafter acquired and whether owned totally or in part, by the City of Conway, Arkansas, and/or Conway Corporation, which is necessary and/or incidental to the supplying of electric service within the City of Conway, Arkansas and elsewhere, including but not limited to generators and auxiliary equipment, buildings, fixtures, transmission and distribution pole lines, transformers, service wires and metering equipment.

"Electric Service" shall be the necessary power and energy delivered to a pre-determined metering point and, in the case of street lighting, shall include operation and maintenance of fixtures.

"Force Majeure" shall mean any cause or causes beyond the control of Corporation including, but not limited to, acts of God, or the public enemy, failure of Corporation's facilities, flood, earthquake, storm, lightening, fire, epidemic, war, embargo, riot, civil disturbance, strikes, picketing, lockouts or other labor disputes or disturbances, sabotage, or restraint or prevention of performance by act of any Court, regulatory body or defense agency, which by the exercise of due diligence and foresight Corporation could not reasonably have been expected to avoid.

The Lessor does hereby lease and rent for the consideration hereinafter set forth unto the Lessee the following real estate and personal property, to-wit:

Lots 1, 2, 3 and 7, Block 22 of Robinson's Plan of Conway, Arkansas, and the "Electric Plant" owned by the Lessor.

For a term beginning on June 1, 1979 and ending May 31, 2009.

And for the rent of said property, the Lessee agrees and promises to pay to the Lessor the sum of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS per year which rental shall be paid in equal monthly installments on the same day of each calendar month during the term of this Lease. And the Lessee further agrees that it will, throughout the period of this Lease, keep and maintain in good repair all street lights now being used by the Lessor, and will furnish to the Lessor free of any charge whatever, sufficient Electric Service to operate properly all street lights in said City. The Lessee also agrees to furnish to the Lessor, free of charge, Electric Service for the City Hall now owned by the Lessor, or any City Hall that should hereafter be occupied by the Lessor during the term of this Lease, and for Electric Service to other public buildings or property that may be owned or controlled by Lessor during the period of this Lease.

The Lessee agrees that it will at all times, during the period of this Lease, maintain the said Electric Plant in a high degree of efficiency, and that it will at its own expense from time to time replace and substitute by exchange worn out or defective or inadequate portions of the Electric Plant to the end that the said Electric Plant shall at all times during the term of this Lease and at the termination thereof be in as good condition for giving service as same are now in, necessary wear and tear alone being excepted. It is expressly provided that the Conway Corporation shall have full power and authority to remove, salvage, destroy, sell or otherwise dispose of, any and all equipment and facilities which, in its discretion, are no longer required for, of utility to, or benefit to the Electric Plant.

At the expiration of the term of this Lease, all property and the Electric Plant hereby leased, together with any additions thereto or