

## **STREET LIGHTING AGREEMENT**

**THIS AGREEMENT** is made and entered into as of July 1, 2024, by and between CKENERGY ELECTRIC COOPERATIVE, INC, hereinafter referred to as "Cooperative", First Party, and THE CITY OF OKLAHOMA CITY, a municipal corporation, hereinafter referred to as "City", Second Party. For value received, the parties agree as follows:

**WHEREAS**, the Cooperative shall provide municipal street lighting in accordance with the then-current tariff's filed with the Oklahoma Corporation Commission at locations mutually agreed upon by the parties within those areas of the city limits of the City where the Cooperative may lawfully deliver and sell electricity.

**WHEREAS**, the term of this Agreement shall be for one year, expiring on June 30, 2025. However, the City may terminate this Agreement giving 90-day written notice to the Cooperative. In the event the City terminates this Agreement, as provided in the preceding sentence, the City shall reimburse the Cooperative for the unamortized portion of the cost of any street light and pole which has not been then fully depreciated by the Cooperative, plus costs of removal, less the salvage value.

**WHEREAS**, the City agrees to pay the Cooperative monthly for such street lighting, in accordance with the then-current tariffs filed with the Oklahoma Corporation Commission. The charge per light each month is subject to increase or decrease to conform to such rates and charges as are then authorized and ordered by the Oklahoma Corporation Commission, or other regulatory agency having jurisdiction. An itemized statement will be rendered by the Cooperative each month, reflecting each subdivision or unplatted area which is then being served by the Cooperative pursuant to this Agreement. However, in no event shall the amount paid by the City to the Cooperative exceed Twenty-Five Thousand and No/100 - Dollars (\$25,000).

**WHEREAS**, the City will provide the Cooperative with a written description for each light that is to be installed. This will include location address, type of light and type of pole.

**WHEREAS**, the facilities installed by the Cooperative shall remain the property of the Cooperative. The City hereby grants to the Cooperative the right to enter upon the streets, alleys, easements and premises of the City as may be reasonably necessary to install, operate, maintain and remove electrical facilities at the agreed locations, as described above, during the term of this Agreement.

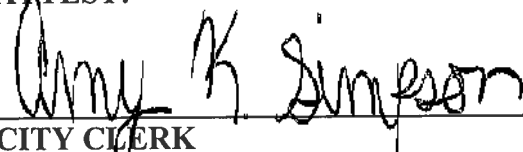
**WHEREAS**, the Cooperative will provide, at its own expense, all reasonably necessary repairs and maintenance, upon receipt of notice from the City.

**WHEREAS**, this Agreement shall extend to, and be binding upon, each of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the Agreement is executed as of the day and first above written.


**APPROVED** by the Council of the City of Oklahoma City this 25TH day of FEBRUARY, 2024.2025

ATTEST:

  
CITY CLERK



**THE CITY OF OKLAHOMA CITY**

  
MAYOR

CKENERGY ELECTRIC COOPERATIVE, INC

ATTEST:

Fred Leuter  
SECRETARY

BY:

Frank McSwain  
PRESIDENT/VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF Caddo )§

On this 24th day of Sept., 2024, before me, personally appeared Jack Sawatzky, known to me to be the person who executed the within Agreement in behalf of said corporation and acknowledged to me that Jack Sawatzky, executed the same for the purposes therein stated.

Michelle Ainsworth  
Notary Public

My Commission Number: 02016864

My Commission Expires: 10/24/2026



Reviewed and approved for legality.

Chris Hall  
Assistant Municipal Counselor