

AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE TO ST. JOSEPH TELEPHONE & TELEGRAPH COMPANY, ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A TELEPHONE SYSTEM WITHIN THE CITY OF BRISTOL, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE, PROVIDING FOR THE REGULATION OF SUCH ACTIVITY, PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS, REPEALING ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRISTOL, FLORIDA, THAT:

Section 1: Definitions

1. "City" is the City of Bristol, Florida.
2. "Company" is the grantee of rights under this Franchise, St. Joseph Telephone & Telegraph Company, Port St. Joe, Florida, its successors and assigns.
3. "Council" is the City Council of the City of Bristol, Florida.
4. "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
5. "Basic Local Exchange Service" - The serving central office line and all company plant facilities up to and including the Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling.
6. "Gross Revenues" - Those revenues derived from the recurring charges received from the providing of Basic Local Exchange Service to the customers of the Company located in the City of Bristol.

Section 2: Grant of Authority

There is hereby granted by the City to the Company the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the City, poles, wires, cables, underground conduits, manholes and

other telephone fixtures necessary or proper for the maintenance and operation in the City of a telephone exchange and lines connected therewith.

Section 3: Company Liability

1. Indemnification - It is expressly understood and agreed by and between the Company and the City that the Company shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim, or demand whatsoever, resulting from negligence on the part of the Company in the construction, operation or maintenance of its telephone system in the City. The City shall notify the Company's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Company.

Section 4: Conditions on Street Occupancy

1. Use. All transmission and distribution structures, lines and equipment erected by the Company within the City shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.

2. Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense and in a manner approved by the City Manager, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as good condition as before said work was commenced.

3. Relocation. In event that at any time during the period of this Franchise the City shall lawfully elect to alter, or change the grade of, any street, alley or other

public way, the Company, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other telephone fixtures at its own expense.

4. Poles, towers, and wires shall be located so as to interfere as little as practicable with normal use of streets, avenues, alleys, highways, bridges, and other public places, and so as to preserve reasonable means of egress and ingress to abutting property. PROVIDED, HOWEVER, that this grant is made subject to the right of the City to at all time control the distribution of space in, over, upon, under, and across the streets, avenues, alleys, and other public places of the City; to make such reasonable regulations affecting and governing the use of said streets, alleys, avenues, and other public places by the Company for its property and appliances as may, in the opinion of the City and its governing body, be required for the reasonable protection of the public health, safety, and accommodation of the community, and when in the opinion of the City and its governing body, the public necessity or reasonable convenience so requires, to demand the removal, reconstruction, and relocation of such property and facilities.

5. Temporary Removal of Aerial Wire for Building Moving.

The Company shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than three (3) working days' advance notice to arrange for such temporary wire changes.

6. Tree Trimming. The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the City in compliance with City

ordinance. All trimming to be done with knowledge and approval of the City and at the expense of the Company.

Section 5: City Rights in Franchise

1. City Rules. The right is hereby reserved to the City to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by Ordinance or otherwise, shall be reasonable, and not in conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Florida or rules promulgated by the Public Service Commission of the State of Florida.

2. Use of System by City. The City shall have the right, during the life of this Franchise, for the customary fee charged by the Company, where aerial construction exists, of maintaining upon the poles of the Company within the City limits wire and pole fixtures necessary for a police and fire alarm system, such wires and fixtures to be constructed and maintained to the satisfaction of the Company and in accordance with its specifications.

3. Supervision and Inspection. The City shall have the right to inspect all construction or installation work performed subject to the provisions of this Ordinance and to make such inspection as it shall find necessary to insure compliance with governing ordinances.

4. Additions to Area of City. Any additions to the area of City by annexation, or otherwise shall be subject to the provisions of this Franchise Ordinance.

Section 6: Consideration Paid to City

The Company during the term of this Franchise shall collect and pay to the City a fee as compensation for the rights and privileges granted hereunder a sum equal to One

percent (1%) of gross annual recurring revenues derived by the Company from all Basic Local Exchange Service provided to customers of the Company located in the corporate limits of the City. Such fee shall be paid to City on a monthly basis from the previous month's revenues and shall be remitted to the City by the twentieth (20th) day of the month following collection of said fee.

Included within this fee or consideration are all taxes, licenses, fees, and other impositions except ad valorem taxes and amounts for assessments for special benefits, such as sidewalk, street pavings and similar improvements, and occupational license taxes levied or imposes by the City upon the Company.

Section 7: Records and Reports

The City shall have access, upon reasonable notice, to Company's accounting, statistical and financial records which are necessary to audit and verify the franchise fee paid to the City.

Section 8: Term of Franchise

The Franchise and rights herein granted shall take effect and be in force from and after the final passage here, as required by law, and upon filing of written acceptance by the Company with the City Manager, and shall continue in force and effect for a term of fifteen (15) years after the effective date of this Franchise. Further, this Franchise shall extend automatically for an additional five (5) years after expiration of the original term, unless either party should request renegotiation hereof in writing to the order within 180 days of the expiration of the original term. Provided, however, that if the required acceptance by the Company is not filed within thirty (30) days after the effective date of this ordinance, the provisions hereof shall be void and of no force or effect.

Section 9: Forfeiture

Should the Company fail to comply with the terms of this ordinance, the City shall notify the Company of such violation in writing. The Company shall have thirty (30) days from receipt thereof to correct such violation.

In the event Company fails to correct such violation or refuses to correct such violation, the City may sue in its own name in any manner provided by law for forfeiture of this franchise. The exercise of such remedy of forfeiture shall not preclude exercise of any other right or remedy provided by the City by law, whether exercised concurrently or subsequently.

Section 10: Effect of Invalidity

The Franchise is granted pursuant to the laws of the State of Florida relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this ordinance is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the ordinance or any of the remaining portions. The invalidity of any portion of this ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required of Company.

Section 11: Authority - Manner of Adoption

This ordinance is adopted pursuant to the authority granted by Florida Statutes, Chapter 166 and Chapter 163, Part II, as amended. When this ordinance is first read, the City Manager shall indicate hereon that such reading took place and the date of such reading. If this ordinance is adopted upon second reading, the City Manager shall indicate adoption and the date thereof.

Section 12: Publication

Publication of notice required for this ordinance shall be as provided by Chapter 166.041 Florida Statutes.

First reading on this 7th day of May, 1990.

Second and final reading and public hearing on this ordinance is set for the 4th day of June, 1990.

This ordinance was adopted by the City Council of the City of Bristol on second and final reading this 4 day of June, 1990.

CITY OF BRISTOL
BRISTOL, FLORIDA

BY: Ramon Judd

ATTEST:

Betty A. Ramsey, Clerk