

ORDINANCE NO. 13

AN ORDINANCE GRANTING A THIRTY YEAR FRANCHISE TO GULF CABLE-VISION CO., INC., ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, ERECT, INSTALL, REPAIR, EXTEND, MAINTAIN AND OPERATE A SYSTEM OF LINES OF TELEVISION COAXIAL CABLE, CLOSED CIRCUIT TELEVISION AND PAY TELEVISION, INCLUDING POLES, WIRES, FIXTURES AND OTHER APPARATUS WHERE NECESSARY UPON, ALONG, UNDER AND OVER STREETS, ALLEYS, PARKWAYS AND PUBLIC GROUNDS, GRASS PLOTS, BRIDGES AND VIADUCTS, IN THE CITY OF PORT ST. JOE, FLORIDA, FOR THE PURPOSE OF LAYING, REPAIRING, EXTENDING AND MAINTAINING COAXIAL CABLE POLES, WIRES AND OTHER APPARATUS USED IN CONNECTION WITH SAID BUSINESS, SETTING FORTH THE CONDITIONS AND LIMITATIONS ACCOMPANYING THE GRANT OF SAID FRANCHISE; SETTING FORTH THE CALLING OF A SPECIAL ELECTION; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR MAXIMUM RATES THEREFOR; PROVIDING COMPENSATION TO THE CITY OF PORT ST. JOE, FLORIDA, FOR THE GRANTING OF SAID FRANCHISE; AND PROVIDING FOR A FORFEITURE IN THE EVENT OF VIOLATION OF SAID GRANT, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA:

Section 1. The City of Port St. Joe, Florida, by and through its legally constituted authorities, does hereby grant unto GULF CABLE-VISION CO., INC., a corporation duly authorized to do business in Florida, and having its principal place of business in Port St. Joe, Florida, and to its successors and assigns, for a period of thirty years, the right, power, privilege, and franchise to use the streets, alleys, parkways, public grounds, grass plots, bridges and viaducts in said City as its corporate limits are now prescribed, and as they may be hereafter extended and enlarged, for the purpose of constructing, erecting, installing, repairing, extending, maintaining and operating a television antenna system service for the sale and distribution to the citizens, residents and sojourners of the City of said service, including coaxial cable service, closed circuit service, and pay television, subject to the ordinances, rules, regulations and supervision of the City of Port St. Joe, Florida, and subject to the conditions and provisions of this ordinance.

Section 2. The rights, powers, privileges and franchise hereby granted to said GULF CABLE-VISION CO., INC., its successors and assigns, are upon the condition that the said grantee corporation, its successors and assigns, shall use all due care in the exercise of its said rights hereunder, and that said grantee, its successors and assigns shall repair all damage to streets, alleys, public grounds, parkways, grass plots, bridges and viaducts immediately after the laying, repairing or extending of any lines or cables and restore the said facilities to the condition they were in before any such laying, repairing, or extending of lines or cable, and should grantee fail to repair and restore said facilities to their prior condition within a reasonable time after the date of completion of said installation, then the City of Port St. Joe shall have the right to repair and restore said facilities and grantee agrees to reimburse said City by paying the actual cost of labor and materials used in such repair and restoration plus fifty percent (50%) of said labor and material costs as liquidated damages to said City.

Section 3. The grantee shall save the City of Port St. Joe harmless from all damages that may result from its use of the powers, rights and privileges granted hereunder.

Section 4. The said City reserves to itself and its legal successors, the rights and privileges to purchase the facilities of the grantee, at the expiration of this franchise as now provided by Section 167.22 Florida Statutes, 1963.

Section 5. That the grantee agrees to make such extensions to its facilities from time to time as may be required by one or more customers, or prospective customers, provided that, if the revenues to be derived therefrom shall not afford a fair and reasonable return on the cost of providing and rendering the required service, then grantee shall be permitted to, and is hereby authorized to exact from such customer or customers a fair and reasonable service charge that will reimburse the grantee for the cost of the initial installation.

Section 6. That the grantee shall not have the right or the authority to make assignments of his right, privilege and authority and the rights hereunder without first obtaining in writing the approval of the City Commission of the City of Port St. Joe, Florida, and said City agrees to show cause within a reasonable period of time after receiving written request from grantee requesting such approval, why such approval to transfer or assign this franchise should not be granted, and all assigns shall be bound to the same extent as the original grantee.

Section 7. The grantee shall be authorized to offer to the general public of the City of Port St. Joe, Florida, community television antenna service at any rate or charge not to exceed the following: Installation fee, \$25.00; where an installation fee has been charged a monthly service charge of \$5.00 for each establishment having one service outlet; for any establishment desiring additional service outlets, an additional \$2.00 per month per outlet. Where no installation fee has been charged a monthly service charge of \$6.50 for the first outlet, and \$2.00 per month for each additional outlet.

No other installation fee shall be charged. In the event of a discontinuance by a customer of the service offered by grantee, grantee shall be allowed a reasonable charge not to exceed \$3.00 for the reconnection of each single connection installed, or for the reinstatement of its service to a customer.

The monthly service charge for community television antenna service may be increased upon application of the grantee and approval of the City Commission of the City of Port St. Joe, Florida. The monthly service charge in excess of \$5.00 shall be regulated by the City of Commission of the City of Port St. Joe, Fla. At such time as it becomes feasible to operate closed circuit television service and pay television service within the City, the rates shall be established by the City Commission of Port St. Joe, Florida, and said rates shall be such that grantee will realize a reasonable return on its investment.

Section 8. The right, privilege, and authority granted by this ordinance are upon the condition that the said grantee, his successors and assigns, shall pay as compensation and as a consideration for the use of the streets, alleys, parkways and public grounds, grass plots, bridges and viaducts of the City, for the purposes herein designated the full sum and amount of one per centum (1%) of its gross receipts from its monthly service charges received within the corporate limits of the City of Port St. Joe, Florida, for the first ten (10) years of this franchise; one and one-half per centum (1-1/2%) of its gross receipts from its monthly service charges received within the corporate limits of the City of Port St. Joe, Florida, for the next succeeding ten (10) years; and two per centum (2%) of its gross receipts from its monthly service charges received within the corporate limits of the City of Port St. Joe, Florida, for the next succeeding ten (10) years; such compensation to be paid the City for the use and benefit of the City; payment to be made on June 30th and December 31st of each and every year from and after the effective date of this ordinance, said payments to represent the amount due the City for the preceeding six-month period. For the purpose of ascertaining the gross receipts upon which such payment shall be made, as aforesaid, an accurate account of such receipts shall be kept by the grantee, and an abstract and account thereof furnished by it to the City Commission of the City of Port St. Joe, Florida, on or before June 30th and December 31st of each year, the proof of said abstract shall be verified by affidavit of the grantee. For the purpose of verifying such statements, the books of the grantee at all times shall be opened for the inspection of such officer, person or persons as may be appointed for that purpose by the City Commission. And for the purpose of securing to the City the payment of the aforesaid per centum, the City shall have a lien for the payment of said per centum, and the lien shall be a charge upon all property, estate and effects of the grantee whatsoever, real, personal or mixed, and may be enforced by the City by civil action; but nothing contained herein shall be held to impair the rights of the City to enforce the terms and conditions of this ordinance.

Section 9. Grantee shall carry such insurance for the protection of the citizens of Port St. Joe, and the City of Port St. Joe, Florida, as may be deemed necessary by the City Commissioners of the City of Port St. Joe, Florida.

Section 10. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed, except that grantee shall observe and be bound by all applicable zoning, building and safety codes, ordinances and regulations of the City of Port St. Joe.

Section 11. The City Commission may declare a forfeiture of this grant for substantial violation by the grantee of the terms of said grant, subject, however, to grantee's right to review in the appropriate Court or Courts of said declaration of forfeiture; and said television antenna system must be in operation twenty-four (24) months after the date of approval of this franchise, or said City Commission may, at its option, declare a forfeiture of said franchise.

Section 12. Upon completion of said television antenna system, grantee shall furnish to the City of Port St. Joe without cost a map or plat showing the location of grantee's cables, lines and other facilities.

Section 13. That this ordinance shall become effective upon the same being legally passed and adopted by the City Commission of the City of Port St. Joe, as is provided in its said Charter; and after said ordinance has been submitted to the qualified freeholder electors of the City at a special municipal election held in accordance with the provisions of the laws of the State of Florida, and of the Charter of the City for the holding of other municipal elections, and shall have been approved by a majority of such qualified freeholder electors voting in said election, the grantee covenants and agrees to pay all costs of holding the special election for approving this franchise, and said costs shall be paid to said City prior to the holding of said special election, and it is further agreed that the grantee named herein, GULF CABLE-VISION CO., INC., accepts the franchise as of the date of the passage and adoption by the City Commission and its subsequent ratification at an election as hereinbefore provided.

INTRODUCED at a regular meeting of the City Commission held on the 1st day of September, 1964, and PASSED AND ADOPTED by the City Commission of the City of Port St. Joe, Florida, on this the 15th day of September, 1964.

/s/ Frank Hannon
Mayor-Commissioner

ATTEST:

/s/ J. B. Williams
City Auditor and Clerk