

TAB 1



City of Palmetto Agenda Item

Meeting Date

1/24/11

Presenter:

Jim Freeman/Mark Barnebey

Department:

City Clerk/City Attorney

Title:

FPL Franchise Agreement

Background: The City has a 30-year Franchise Agreement with FPL which expires March 4, 2011. FPL has proposed a new 30-year franchise agreement.

Discussion: The draft has a number of issues which the Commission needs to consider:

1. There are other jurisdictions in this area which receive a higher percentage of revenues than 5.9 percent.
2. It is generally not in the City's interest to have a 30 year agreement.
3. The City may look at renewable energy issues, especially in light of the 30 year length of the Franchise Agreement.
4. The City Attorney has requested several specific changes:
 - a. In Section 2, we would like to strike the phrase "above-grade" in line 13 on page 3 (it would be good to consider breaking this up into sub-sections for ease of reference and add to the same sentence "and such installation shall comply with the Florida Department of Transportation's Manual of Uniform Minimum Standard for Design, Construction and Maintenance." In the next sentence, add the phrase "and as soon as reasonably possible" after the phrase "within a reasonable time."
 - b. In Section 3, please add the phrase ", including reasonable attorneys fees and costs incurred in defending itself against any such claims which may be asserted or" after the words "damage or expense" in line 5.
 - c. In Section 5, please delete the reference to the existing franchise agreement and to the extent necessary insert those references herein. As of March, that Ordinance will not be in effect.
 - d. In Section 6, we do not understand the restriction on serving "former" customers. At end of the first paragraph, please add the phrase, "or from utilizing generators and/or other electricity or energy-generating equipment during emergency situations."
 - e. In Section 7, 60 days is too short to try to resolve the issues that might cause a dispute. We would request 120-180 days. It is also possible that we could resolve it using an alternative solution to equivalent contracts and this agreement should be worded to accommodate that possibility. We would like to add a sentence at the end to state: "Nothing herein shall be construed as limiting Grantor's rights to legally contest at any time Grantee's determination leading to termination."
 - f. In Section 8, the term reasonably should be added between "Grantee" and "determines" in line 7. Also, the City should receive 180 days notice before termination under this Section.
 - g. We would like to discuss Section 9 and 10 and the difference in how breaches by the two parties are treated.
 - h. While we are not presently aware of any issues, the last paragraph of Section 11 needs to be deleted. The City should not waive its ability to make a claim, if one exists.
 - i. Section 14 is fine in concept, but needs to preserve the requirement to pay any outstanding uncollected fees that would be owed to the City under that Agreement. Additionally, accounting requirements and other ongoing obligations related to that Ordinance should remain.
5. The City would like some additional information related to light pole locations.

Budgeted Amount:	\$0.00	Budget Page No(s):		Available Amount:	\$0.00	Expenditure Amount:	\$0.00
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Additional Budgetary Information:

Funding Source(s):	<input type="text"/>	Sufficient Funds Available:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Budget Amendment Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Source:	<input type="text"/>
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City Attorney Reviewed:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Advisory Board Recommendation:	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> N/A	Consistent With:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="text"/>
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**Potential
Motion/
Direction
Requested:**

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Staff Contact:

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Attachments:

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ORDINANCE NO. _____

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF PALMETTO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palmetto, Florida recognizes that the City of Palmetto and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City of Palmetto does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between the City of Palmetto and FPL, the terms of which are set forth in City of Palmetto Ordinance No. 114, passed and adopted March 2, 1981, and FPL's written acceptance thereof dated March 3, 1981 granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

WHEREAS, FPL and the City of Palmetto desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to the City of Palmetto in exchange for the nonexclusive right and privilege of supplying electricity and other

services within the City of Palmetto free of competition from the City of Palmetto, pursuant to certain terms and conditions, and

WHEREAS, the City Council of the City of Palmetto deems it to be in the best interest of the City of Palmetto and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL) OF THE CITY OF PALMETTO, FLORIDA:

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City of Palmetto, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable

egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 5.9 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 5.9 percent of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, as in the existing franchise Ordinance No. 114, to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice

shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the

Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 114.

Section 12. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 14. Ordinance No. 114, passed and adopted March 2, 1981 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 15. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this _____ day of _____, 2010.

PASSED AND ADOPTED on second reading this _____ day of _____, 2010.

CITY OF PALMETTO, FLORIDA

By: _____

ATTEST:

By: _____
City Clerk of the City of Palmetto, Florida

APPROVED AS TO FORM AND LEGALITY

City Attorney, City of Palmetto, Florida

APPENDIX A

FRANCHISES*

- Art. I. Florida Power and Light Company, §§ 1—13
- Art. II. General Telephone Company, §§ 1—6
- Art. III. Southland Communications of Palmetto, Inc., §§ 1—6
- Art. IV. GTE Florida Inc., §§ 1—11
- Art. V. Southern Gas Company, §§ 1—19
- Art. VI. Waste Management Inc. of Florida
- Art. VII. Verizon Florida LLC., §§ 1—8
- Art. VIII. Cable Franchises, §§ 1—25

ARTICLE I. FLORIDA POWER AND LIGHT COMPANY†

An ordinance granting to Florida Power & Light Company, its successors and assigns, an electric franchise, imposing provisions and conditions relating thereto providing for monthly payments to the City of Palmetto, and providing for an effective date:

Be it ordained by the City Council of the City of Palmetto, Florida:

Section 1. [Franchise granted.]

There is hereby granted to Florida Power & Light Company (herein called the "grantee"), its successors and assigns, the nonexclusive right, privilege or franchise to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places in the City of Palmetto, Florida, (herein called the "grantor") and its successors, in accordance with established practice with respect to electrical construction and maintenance, for the period of thirty (30) years from the date of acceptance hereof, electric light and power facilities (including conduits, poles, wires and transmission lines, and, for its own use, telephone and telegraph lines) for the purpose of supplying electricity to the grantor and its successors, and inhabitants thereof, and persons and corporations beyond the limits thereof.

Section 2. [Filing of acceptance.]

As a condition precedent to the taking effect of this grant, the grantee shall have filed its acceptance hereof with the grantor's clerk within one (1) day hereof.

***Editor's note**—Printed herein are the franchises of the city. Style and capitalization have been made uniform. Obvious misspelled words have been corrected without notation. Words added for clarification have been added in brackets []. Amendments have been included and are indicated by a history note immediately following the amended section.

Cross references—Taxation, Ch. 27; public service tax levied upon all utilities, § 27-26 et seq.; utilities, Ch. 29.

†Editor's note—Printed herein is the electric franchise adopted as Ordinance Number 114, §§ 1—13, enacted March 2, 1981, granting a franchise to Florida Power and Light Co.

Section 3. [Use of streets.]

The facilities of the grantee shall be so located or relocated and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the grantee's facilities and service. When any portion of a street is excavated by the grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the grantee at its expense and in a condition as good as it was at the time of such excavation.

Section 4. [Liability of grantor.]

Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the grantee to indemnify the grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the grantor by reason of the negligence, default or misconduct of the grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. [Rates, rules, regulations.]

All rates and rules and regulations established by the grantee from time to time shall at all times be reasonable and the grantee's rates for electricity shall at all times be subject to such regulation as may be provided by law.

Section 6. [Annual payment—Amount.]

No later than sixty (60) days after the first anniversary date of this grant, and no later than sixty (60) days after each succeeding anniversary date of this grant, the grantee, its successors and assigns, shall have paid to the grantor and its successors an amount which added to the amount of all taxes as assessed, levied, or imposed (without regard to any discount for early payment or any interest or penalty for late payment), licenses, and other impositions levied or imposed by the grantor upon the grantee's electric property, business, or operations, and those of the grantee's electric subsidiaries for the preceding tax year, will equal five (5) percent of the grantee's revenues from the sale of electric energy to residential, commercial and industrial customers within the corporate limits of the grantor for the twelve (12) fiscal months preceding the applicable anniversary date.

Section 7. [Same—Estimated monthly installments.]

Payment of the amount to be paid to the grantor by the grantee under the terms of section 6 hereof shall be made in advance by estimated monthly installments commencing ninety (90) days after the effective date of this grant. Each estimated monthly installment shall be cal-

culated on the basis of ninety (90) percent of the grantee's revenues (as defined in section 6) for the monthly billing period ending sixty (60) days prior to each scheduled monthly payment. The final installment for each fiscal year of this grant shall be adjusted to reflect any underpayment or overpayment resulting from estimated monthly installments made for said fiscal year.

Section 8. [Examination of books and records.]

Grantor may, at its option, upon reasonable notice to grantee, at any time within ninety (90) days after the close of each fiscal year of this grant, at the sole expense of grantor, examine the books of grantee as such books relate to calculation of the franchise payment to the grantor. Such examination of grantee's books and records shall be during grantee's regular business hours and at the general office of the grantee, except that those records reflecting the geographic location of grantee's residential, commercial and industrial customers within the grantor's city limits may be examined, subject to the same conditions applicable to the examination of other books and records, at the district office of the grantee where such records are kept.

Section 9. [Purchase of property by grantor.]

As a further consideration of this franchise, said grantor agrees not to engage in the business of distributing and selling electricity during the life of this franchise or any extension thereof in competition with the grantee, its successors and assigns. Provided, however, that the grantor shall have the right or option to cancel this franchise agreement after the fifteenth year of the term hereof, upon the condition that the grantor shall have first obtained adequate assurances from qualified consultants of the technical and financial feasibility of the grantor's entering into the business of generating and distributing electricity within the City of Palmetto. Grantor agrees that any exercising of its right or option hereunder shall include an obligation to purchase the property of the grantee used under this grant and shall be preceded by five (5) years' notice to the grantee. The purchase price to be paid to the grantee by the grantor for such property shall be based upon the cost of replacement of grantee's property at the time of such purchase by the grantor, less depreciation to the date of such purchase, plus severance costs and going concern value. Going concern value shall be determined based upon the value of the grantee's intangible assets reflecting efficient operation of the grantee's business within the City of Palmetto, such as good will, expert management technique and efficient organization, which value shall be determined as of the date of purchase by the grantor hereunder, but in no event shall going concern value be greater than twenty (20) percent or less than five (5) percent of the value of the grantee's physical property as determined under the above formula. All closing costs shall be borne by the grantor. Nothing herein shall require the grantor to exercise its option hereunder.

Section 10. [Failure to comply.]

Failure on the part of the grantee to comply in any substantial respect with any of the provisions of this ordinance shall be grounds for forfeiture of this grant, but no such forfeiture

shall take effect if the reasonableness or propriety thereof is protested by the grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that the grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the grantee shall have six (6) months after the final determination of the question to make good the default before a forfeiture shall result with the right in the grantor at its discretion to grant such additional time to the grantee for compliance as necessities in the case require.

Section 11. [Validity.]

Should any section or provision of this ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder as a whole or as to any part, other than the part declared to be invalid.

Section 12. [Repeal of conflicting ordinances.]

All ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 13. [Declaration of emergency.]

This ordinance is hereby declared to be an emergency ordinance and shall take effect on the date upon which the grantee files its acceptance.

PASSED AND ADOPTED this 2nd day of March, 1981.

ARTICLE II. GENERAL TELEPHONE COMPANY*

ORDINANCE NO. 527

An ordinance granting to General Telephone Company of Florida, a corporation organized and existing under the laws of the State of Florida, certain rights, privileges and franchises in the City of Palmetto.

Be it ordained by the city council of the City of Palmetto:

Section 1. [Franchise granted.]

That the General Telephone Company of Florida, a corporation organized, existing and doing business under the laws of the State of Florida, be and it, and its successors and assigns, are hereby granted the right, privilege and franchise for the period of thirty (30) years from the date that this ordinance goes into effect to construct, maintain and operate within the limits

***Editor's note**—Printed herein is the telephone franchise for General Telephone Company ordinance number 527 enacted June 5, 1961. It should also be noted that Ord. No. 476, adopted June 1, 1992, extended the term of the franchise agreement for one year, with the termination date of June 7, 1993; and Ord. No. 499, adopted June 7, 1993, extended the agreement for an additional one year with the termination date of June 7, 1994.

Cross reference—Telecommunications service tax, § 27-51 et seq.