

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

Section 1. [Grant of franchise.]

That there is hereby granted to United Telephone Company, a corporation organized and existing under the laws of Florida, its successors and assigns (hereinafter called "grantee"), the right, privilege, and franchise for a period of ten years from and after the effective date of this ordinance to construct, maintain and operate a communications system in, or systems in, over, upon, under and across the present and future streets, alleys, avenues, easements for public utilities, highways, bridges, other public places and upon such public facilities as poles and conduits in the City of Winter Garden, Florida (hereinafter referred to as "grantor"), any and all necessary telephone, telegraph, telephonic radio and other methods and means of communication, together with all necessary or desirable poles, towers, cables, wires, transmission lines, and all necessary or desirable appurtenances thereto, for the purpose of supplying telephone, telegraph, telephonic radio, or other means of communication services to grantor, and its successors, the inhabitants thereof, and the persons and corporations beyond the limits thereof, for domestic, commercial and other purposes.

Section 2. [Purpose.]

This grant is made in consideration of the construction, maintenance and operation of telephone lines or other facilities by the grantee as now and heretofore existing and as herein provided for and for the benefits and conveniences of the inhabitants of the grantor as a result thereof.

Section 3. [Conditions.]

This franchise is granted subject to all rules and regulations now in effect governing the construction, maintenance, operation, expansion, control and regulation of telephone companies according to the laws of the State of Florida, and the location of all poles and underground cables shall be made with the approval of the city commission, or the authorized representative of the city commission of the City of Winter Garden, and such

location shall be made by the said corporation so there will be no interference with other public uses of the said streets, avenues, alleys, and public places within the said City of Winter Garden. Whenever, in the view of the necessity of moving a building or other structure along a street or alley within said City of Winter Garden, the said City of Winter Garden shall serve notice in writing of such requirement to the United Telephone Company of Florida, its successors and assigns, at its general offices in the City of Apopka, Florida, the said corporation shall move such poles and wires as may be necessary, providing the owner or mover of the said building or structure so to be moved shall first deposit with the corporation an amount equal to the cost of moving and replacing such poles and wires as estimated by the corporation. Any amount unexpended in making such alterations shall be returned to the person making such deposit.

Section 4. [Annual fees.]

As a further consideration for the granting of this franchise, grantee will pay to said city an annual sum equal to one percent of the company's gross annual recurring local exchange service revenues generated from the conventional business and residence subscribers located within the corporate limits of grantor. The annual sums due grantor shall be paid on or before the 30th day of each month for the preceding month.

The payment of said fee to the city as hereinabove stated shall be the only franchise, inspection or similar type fee required of the company by the city, and shall be in lieu of any telephone service provided at no charge, or at a rate below tariff rates.

Section 5. [Indemnification.]

The grantee hereby covenants and agrees to hold the grantor completely harmless and to indemnify it from any and all liability, loss and damage of every nature whatsoever resulting from the grantee's operations and facilities of every nature whatsoever, including, but not limited to, the operation, placing and repair of the grantee's equipment, poles, lines, guy wires, con-

duits and holes and declivities and breaks in pavement and other changes or alterations in the streets, sidewalks and property of the grantor.

Section 6. [Placement of poles, towers and wires; repairs; fire alarm systems.]

Poles, towers, and wires shall be located so as to interfere as little as practicable with normal use of said 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 the work of erecting poles and constructing underground cables under this ordinance shall be done subject to the supervision of grantor and this grant is made subject to the right of the grantor to at all times control the distribution of space in, over, upon, under, and across the streets, avenues, alleys and other public places of said grantor; to make such reasonable regulations affecting and governing the use of said streets, alleys, avenues, and other public places by said grantee for its property and appliances as may, in the opinion of the grantor 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 grantor and its governing body the public necessity or reasonable convenience so requires, to demand the removal, reconstruction, and relocation of such property and facilities.

Grantee shall properly replace or repair any sidewalk or street that is displaced, destroyed, or damaged by the grantee in its poles, lines or conduits; and upon failure so to do after reasonable notice in writing, shall have been given by the duly constituted authority of the grantor to the said grantee, the grantor may repair the same at the cost of the grantee. The grantor shall be allowed free use of the said poles within the corporate limits of the City of Winter Garden for the erection and maintenance thereon for a fire alarm system at all times during the term of this franchise, provided said fire alarm system does not interfere with the proper maintenance, construction and operation of the telephone system for which said poles are intended.

Section 7. [Maintenance of payment facility in city.]

As a further consideration for the granting of this franchise, grantee agrees to continuously maintain, during the term of this franchise, a payment facility within the city limits of Winter Garden, Florida, where Winter Garden customers of United Telephone Company of Florida can pay their telephone bills and, if necessary, receive change and paid receipts.

Section 8. [Invalidity.]

Should any portion of this ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

Section 9. [Repeal of conflicting ordinances.]

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

Section 10. [Effective date.]

This ordinance shall become effective immediately upon its becoming a law.

ARTICLE III. GAS*

**Lake Apopka Natural Gas District
Franchise and Agreement**

ORDINANCE NO. 89-76

**AN ORDINANCE GRANTING TO LAKE APOPKA
NATURAL GAS DISTRICT, ITS SUCCESSORS
AND ASSIGNS, THE RIGHT, PRIVILEGE OR**

***Editor's note**—Printed herein is the natural gas franchise and agreement with the Lake Apopka National Gas District adopted as Ordinance No. 89-76 on November 9, 1989. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines, capitalization, citation to state statutes, and expression of numbers in text has been used to conform to the Code of Ordinances. Additions made for clarity are indicated by brackets.

Cross reference—Gas standards, § 18-291 et seq.

FRANCHISE TO MANUFACTURE, IMPORT, TRANSPORT, SELL AND DISTRIBUTE GAS FOR HEATING, ILLUMINATING AND OTHER PURPOSES IN THE CITY OF WINTER GARDEN, FLORIDA AND TO USE THE STREETS, AVENUES, BRIDGES, EASEMENTS, ALLEYS AND OTHER PUBLIC PLACES OR WAYS THEREOF FOR THE PURPOSE.

The City Council of the City of Winter Garden, Florida, does ordain as follows:

Section [1.] Grant of authority.

There is hereby granted to Lake Apopka Natural Gas District (hereinafter called the "district"), its successors and assigns, the nonexclusive right for a period of ten years after the adoption hereof, with a five-year option to renew on the terms contained herein, the right, privilege or franchise to manufacture, import, transport, distribute and sell manufactured or natural gas (herein referred to generally as "gas") for heating, illuminating, cooking and other purposes within the limits of the City of Winter Garden (herein referred to as the "city"), as the same now exists or as they may be extended in the future and for that purpose to establish the necessary facilities and equipment and to maintain a manufacturing plant, gas main, service pipes, and to any other appurtenances necessary to the manufacture, sale, transportation and distribution of gas in, under, upon, across and along the present and future streets, alleys, avenues, bridges, easements, or other public places or ways of such municipality, and to do all things which are reasonable, necessary, or customary in the accomplishment of this objective; subject, however, to the further provisions of this franchise; provided, however, that before said district shall establish any plant in said city for the manufacture of gas, the approval of the governing body of the city of the location thereof, in the exercise of a reasonable discretion of said governing body of the city, shall be first obtained by said district. No such plant shall be constructed or operated in violation of the zoning and building ordinances of the city.

Section 2. Obstructing streets.

The district shall exercise its privileges herein subject at all times to the police power of the city

and shall not unnecessarily or unreasonably obstruct the use of or injure any street, avenue, alley, or other public place in any way, and shall, upon the completion of any construction or repair, restore all streets, avenues, alleys, or other public places or ways of the municipality which shall be opened by it or its agents or employees for the purpose of laying, placing or repairing its aforesaid gas mains or service pipes to as nearly the same order and condition as they were before the excavation was made as is reasonably possible and to preserve them in this condition for 12 months. Any obstruction of any street, alley, park, boulevard, bridge, or other public place or way, or any failure properly to fill and maintain a street after excavation, after proper notice of ten days demanding removal or repair, as the case may be, shall be taken care of by the city and the cost thereof, plus ten percent for administering and engineering expense, shall be charged against the district.

Section 3. Plats.

The district, prior to the laying or relaying of any mains under this franchise, shall present to the governing body of the city a complete plat showing the location, and size, of all proposed mains. The construction, location or relocation of all facilities or any other construction or installation made and effected by the district by virtue of this franchise ordinance shall be made under the supervision of and with the approval of such representatives as the governing body of the city may designate for the purposes, but not so as unreasonably to interfere with the proper operation of district facilities and service.

Section 4. Damage claims.

The district shall indemnify, keep, and hold the city, its officers, agents, and employees, free and harmless from liability on account of death, injury or damage to persons or property growing out of the construction, maintenance, repair or operation of its property, or due to the negligence of the district, its agents or employees, in operating its property, and in the event that suit shall be brought against the city, either independently or jointly with the district, on account thereof, the district upon notice to it by the city, shall defend

the city in any suit, at the cost of the district; and in the event of a final judgment being obtained against the city, either independently or jointly with the district, the district shall pay such judgment with all costs, and shall hold the city harmless therefrom.

Section 5. Standards of service.

The district shall at all times provide and furnish an adequate, safe and continuous supply of gas to the city and its inhabitants, subject however, to the further provisions of this section. The district will sell and distribute straight natural gas throughout its distribution system, which is located in Orange and Lake Counties and in a number of the cities and towns thereof, and in the territory adjacent to and near said cities and towns. The natural gas distributed by the district will be furnished by the pipeline systems owned and operated by Houston Texas Gas and Oil Corporation (or by some other company which holds a certificate of public convenience and necessity from the Federal Power Commission to transport and sell gas in the State of Florida). That company is a "natural gas company," under the Federal Natural Gas Act, and subjects said Houston Texas Gas and Oil Corporation (or its successors or assigns) to the jurisdiction of the Federal Power Commission.

The district shall not be liable to the city or its inhabitants nor shall the city, or any inhabitant who is a customer of the district, be liable to the district hereunder by reason of the failure of the district to deliver, or of the city or a customer to receive, natural gas as a result of acts of God, or the public enemy, inability of pipeline supplier to furnish an adequate supply due to any emergency, an order of decision of a public regulatory body, or other acts beyond the control of the party affected.

Whenever any of the occurrences named above take place, the district shall have the right and authority and it shall be its duty to adopt reasonable rules and regulations in connection with limiting, curtailing or allocation [allocating] extensions of service or supplying of gas to any customer or prospective customer, and withholding and supplying of gas to new customers, pro-

vided that such rules and regulations shall be uniform as applied to each class of customers, and shall be nondiscriminatory as between communities receiving natural gas service from the district.

The district shall have the right to sell gas for industrial use on an interruptible basis, requiring the customer to have standby equipment for use upon notice by the district. The district's rules, regulations, schedules or contracts for curtailing [curtailing] interruptible gas service shall be uniform as applied to each class of interruptible customers.

If service is suspended because of any of the reasons set forth above, occurring through no fault or negligent act on the part of the district, such suspension shall not be made the basis of any action or proceeding to terminate this franchise. The quality of the gas sold in the city shall be the same as that sold to the district's other customers in its service area in the counties in which the district lies.

Section 6. Rates.

The district agrees for and in behalf of itself, its lessees, successors, and assigns that all authority and rights in this ordinance contained shall at all times be subject to all right, power and authority now or hereafter possessed by said city or any other regulatory tribunal having jurisdiction thereover to regulate, fix, and control just, reasonable, and compensatory gas rates, taking into account the rights of, and the obligations and duties of the district to the holders of revenue bonds or other obligations of the district hereafter issued by the district to finance the construction or acquisition of its gas system or systems.

Section 7. Accounting reports.

The district agrees to file with the city clerk, on or before July 1 of each year, a copy of its annual report to its security holders of the preceding calendar year, together with a balance sheet and income statement for the City of Winter Garden on allocated basis. The city or any certified public accountant selected by the city shall have the right at all reasonable hours to examine the district's books and records for the purpose of

verifying the statement of revenue furnished by the district to the city, such books and records shall be kept in such a form that they shall contain all information reasonably necessary to the city.

Section 8. Right of city to purchase reserved.

The city hereby reserves the right at and after the expiration or termination of this grant to purchase the property of the district used under this franchise, as provided by the Laws of Florida, in effect at the time of the district's acceptance hereof, including F.S. § 167.22, and as a condition precedent to the taking effect of the franchise, district shall give and grant to the city the right to purchase so reserved. District shall be deemed to have given and grant to the city the right to purchase by its acceptance hereof, which shall be filed with the city clerk within 30 days after this ordinance takes effect.

Section 9. Payments to city.

The district agrees that subsequent to the commencement of operation of a system in the city that it will, in consideration of the granting of this franchise, return to the city on a pro rate basis, a certain percentage of revenues derived from the sale of natural gas within the city.

The details and formula for the computation of such refunds shall be determined and formalized in a separate agreement and shall, when so formulated, be incorporated in this franchise by reference.

Section 10. No competition by city.

During the term of this franchise, or any extension thereof, the city will not engage, directly or indirectly, in the business of transporting, distributing or selling natural gas in competition with the district, its successors or assigns.

Section 11. Approval of transfer.

No sale, assignment or lease of this franchise shall be effective until it is approved by the city commission and until the vendee, assignee or lessee has filed in the office of the city clerk an instrument duly executed reciting the facts of

such a sale, assignment, or lease accepting the terms of the franchise, and agreeing to perform all the conditions thereof.

Section 12. Forfeiture.

If the district shall be in default in the performance of any of the material terms and conditions of this ordinance and shall continue in default for more than 120 days after receiving notice from the city of such default, the governing body of the city may, by ordinance duly passed and adopted, terminate all rights granted under this ordinance to the district; provided, however, that as long as any revenue bonds or other obligation of the district issued by it to finance the cost of construction or acquisition of a gas system or systems in Orange and Lake Counties known as the Lake Apopka Natural Gas District, or the interest thereon, remain outstanding and unpaid, no such forfeiture shall be authorized or permitted without the consent of the holders of such revenue bonds or other obligations of the district expressed in writing. The said notice of default shall be in writing and shall specify the provisions of this ordinance in the performance of which it is claimed that the district is in default. Such notice shall be served in the manner provided by the laws of the State of Florida for the service of original notices in civil actions. The reasonableness of any ordinance so passed declaring a forfeiture of the rights and privileges granted by this franchise ordinance shall be subject to review by any court of competent jurisdiction.

Section 13. Pledge of revenues authorized.

The district shall have the right and power and is hereby authorized to hypothecate or pledge the rates, fees, rentals or other charges or income derived by it from the users of the services and facilities of its gas system or systems operated by the district wholly or partially within the City of Winter Garden, Florida, pursuant to this franchise, to the payment of the principal of and interest on any revenue bonds or other obligations hereafter issued by the district to finance the cost of construction or acquisition of a gas system or systems with Orange and Lake Counties known as the Lake Apopka Natural Gas District and appropriate reserves therefor. It is

the express intention hereof that this franchise is made for the benefit of the city, the district and the holders of any such revenue bonds or other obligations of the district and shall be binding upon and inure to the benefit of, and be enforceable by, the holders of any such revenue bonds or other obligations of the district, the city and the district, and their successors and assigns, is not intended to and shall not confer any rights upon any other person, firm or corporation, public or private.

Section 14. Change of government.

Any change of the form of government of the city as authorized by the State of Florida shall not affect the validity of this franchise. Any municipal corporation succeeding the city shall, without the consent of the district, succeed to all the rights and obligations of the city provided in this franchise.

Section 15. Acceptance.

The district shall, within 30 days after the passage and publication of this ordinance, file with the city clerk its acceptance of the same in writing, signed by its proper officers and attested by its corporate seal.

Section 16. Effective date of this ordinance.

This ordinance shall take effect immediately upon its final passage and adoption.

AN AGREEMENT BY AND BETWEEN THE LAKE APOPKA NATURAL GAS DISTRICT AND THE CITY OF WINTER GARDEN, FLORIDA, RELATING TO THE MAKING OF PAYMENTS BY THE DISTRICT TO THE SAID MUNICIPALITY IN CONSIDERATION OF A FRANCHISE GRANTED BY THE MUNICIPALITY TO THE DISTRICT.

WHEREAS, the Lake Apopka Natural Gas District (hereafter sometimes referred to as "district") has been, heretofore, duly, legally and validly created and established as a body corporate within perpetual existence by an act of the legislature of the State of Florida in session in 1959, Laws of Fla., ch. 59-556 (1959) (hereinafter sometimes referred to as "act"); and

WHEREAS, the act authorized the district to construct, acquire, own, finance, operate, maintain, extend and improve a gas system in portions of Orange and Lake Counties, Florida; and

WHEREAS, the act authorizes any municipality, or agency of such municipality, or any agency of the state to enter into agreements, contracts and franchises with the district; and

WHEREAS, the district has constructed construction and is operating a gas system or systems in said portions of Orange and Lake Counties, Florida, by means of which it provides natural gas to customers in said Orange and Lake Counties, Florida, including customers within the incorporated areas of the various cities, towns, and other municipalities in said portions of Lake and Orange Counties, Florida; and

WHEREAS, for the purpose of serving customers within the incorporated areas of the various cities, towns and other municipalities in said portions of Orange and Lake Counties, Florida, the district has been granted franchises by such cities, towns and other municipalities permitting the district to own and operate a natural gas system within the incorporated areas of said municipalities; and

WHEREAS, the City of Winter Garden, Florida, has heretofore granted a franchise to the district by ordinance enacted on April 13, 1959, and has renewed, replaced and extended the franchise to the district by ordinance enacted on November 9, 1989, and

WHEREAS, such franchise granted by the city to the district provides that the city and district shall enter into an agreement providing for the making of payments by the district to the city in consideration of the granting of such franchise;

NOW, THEREFORE, THIS AGREEMENT

WITNESSETH:

Section 1. That in consideration of the city granting to the district the franchise referred to in the preamble hereof, the district shall, at least quarterly, and more often if the district deems it advisable, pay to the city out of revenues derived from the sale of gas to customers of its gas system or systems such sums of money as shall be allo-

cated to the city by virtue of the computation made pursuant to the provisions of section 2 and section 3 hereof.

Section 2. All rates, fees, rentals or other charges or income derived by the district from the operation of its gas system or systems shall first be used by the district to pay all costs of operation and maintenance of such gas system or systems, to pay the principal of and interest on revenue bonds, if any issued by the district to finance the cost of construction, extension, expansion, improvement, or acquisition of gas systems, to establish appropriate reserves for any such revenue bonds, to establish an extension appropriate reserves for any such revenue bonds, to establish an extension, removal, and replacement fund for such gas system or systems and to make all other proceedings authorizing any such revenue bonds. The payments to the City of Winter Garden, Florida, by the district as set forth in section 3 of this agreement are hereby construed to be a part of the operation cost and maintenance of the gas system or systems and shall be paid to the city as an expense falling in that category and liable for payment by the district as such.

Section 3. The district shall pay to the City of Winter Garden, Florida, a sum representing six percent of the gross revenues derived from sale of gas to all customers within the corporate limits of the City of Winter Garden, Florida, during the year in which such payment is due, after deduction therefrom the gross revenues derived from sale of gas to interruptible gas customers within the corporate limits of said city. The phrase "gross revenues" shall be deemed to include a flat rate customer charge or a minimum bill charge, if any, made by the district regardless of the amount of gas consumed.

Section 4. This agreement is and shall be a part of the franchise granted by the city to the district, referred to in the preamble hereof, as fully and to the same extent as if set forth verbatim therein.

Section 5. This agreement shall be in full force and effect from the date of granting of the said franchise by the city to the district and shall continue in full force and effect during the term of said franchise.

IN WITNESS WHEREOF, the City of Winter Garden, Florida, a body corporate and politic of the State of Florida, has caused this agreement to be executed by its mayor and its corporate seal to be hereunto affixed and attested by its clerk and the Lake Apopka Natural Gas District, a body corporate of the State of Florida, has caused this agreement to be executed by this chairman of the board of directors and its corporate seal to be hereunto affixed and attested by the secretary of said board, all as of [November 7], 1989.

City of Winter Garden, Florida

BY /s/_____ (SEAL)

Bob Barber, Mayor

ATTEST: /s/_____ (SEAL)

Helen Catron, Clerk

LAKE APOPKA NATURAL GAS DISTRICT

BY /s/_____ (SEAL)

Chairman of the Board

ATTEST: /s/_____ (SEAL)

Secretary of the Board

ARTICLE IV. BROADBAND COMMUNICATIONS SYSTEM*

Franchise for Broadband Communications System

ORDINANCE NO. 92-56

AN ORDINANCE DELETING ORDINANCE NO. 917 OF THE CITY OF WINTER GARDEN AND GRANTING A NONEXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A BROADBAND COMMUNICATIONS SYSTEM IN THE CITY

***Editor's note**—Printed herein is the cable communications franchise, as adopted by Ordinance Number 92-56 on March 11, 1993, and extended for a term of three years by motion adopted on July 25, 1996. Amendments to the franchise are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines, capitalization, citation to state statutes, and expression of numbers in text has been used to conform to the Code of Ordinances. Additions made for clarity are indicated by brackets.

Cross reference—Telecommunications, ch. 70.

OF WINTER GARDEN; AND PROVIDING FOR CONDITIONS ACCOMPANYING SAID GRANT; SETTING FORTH APPROVAL OF THE GRANTEE'S QUALIFICATIONS; SETTING FORTH THE TERM OF SAID FRANCHISE, POTENTIAL REGULATION OF RATES, AND BASIC AND EXPANDED CABLE TELEVISION SERVICE; PROVIDING FOR A SYSTEM EXPANSION POLICY INCLUDING REQUIREMENTS FOR NEW SUBSCRIBERS INCLUDING REFUNDABLE DEPOSITS FROM SUBSCRIBERS WITH POOR CREDIT; PROVIDING FOR EFFICIENT TELEPHONE COMMUNICATION SERVICES, MAINTENANCE, REPAIRS AND INTERRUPTIONS, SYSTEM COMPLIANCE TESTS AND A METHOD FOR RESOLVING CONSUMER COMPLAINTS; PROVIDING FOR A FRANCHISE FEE AND MATTERS PERTAINING TO PAYMENT THEREOF; PROVIDING FOR A FORFEITURE OF FRANCHISE; PROVIDING FOR EFFECTIVENESS OF MODIFICATIONS TO FCC RULES AND REGULATIONS AND RULES AND REGULATIONS OF THE CONGRESS; PROVIDING FOR SEVERABILITY OF ALL PARTS OF THIS ORDINANCE; PROVIDING FOR PROVISIONS FOR INCONSISTENCIES WITH OTHER ORDINANCES; PROVIDING FOR INSTALLATION, OPERATION AND MAINTENANCE CONSISTENT WITH FCC RULES AND REGULATIONS; PROVIDING FOR RESTRICTIONS ON CHANGES IN OWNERSHIP AND CONTROL; PROVIDING FOR CONDITIONS ON STREET OCCUPANCY AND SYSTEM CONSTRUCTION; PROVIDING FOR RESTRICTIONS AND CONDITIONS ON INSTALLATIONS WITHIN RIGHTS-OF-WAY; PROVIDING FOR GRANTEE'S INDEMNIFICATION OF CITY RELATING TO INSTALLATION, AND USE OF RIGHTS-OF-WAY/EASEMENTS; PROVIDING FOR CITY'S APPROVAL OF PROMOTIONAL ADVERTISING; PROVIDING DEFINITIONS; PROVIDING FOR ISSUANCE OF LICENSE AND FRANCHISE ACCEPTANCE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Be It Enacted by the City Commission of the City of Winter Garden, Florida:

Ordinance No. 917 of the City of Winter Garden be, and the same is hereby deleted and

repealed and substituting therefor the following to be numbered Ordinance No. 92-56, which shall read as follows:

ORDINANCE NO. 92-56

Section 1. [Purpose.]

The purpose of this ordinance is to grant a nonexclusive franchise to operate and maintain a broadband communications system in the City of Winter Garden (hereinafter the "city").

Section 2. [Approval of qualifications of grantee by city.]

The city has approved the legal, character, financial, technical and other qualifications of Time Warner Entertainment-Advance/Newhouse Partnership (hereinafter the "grantee"), and the adequacy and feasibility of its construction arrangements, and the line extension policy, as part of a full public proceeding affording due process of law.

(Ord. No. 97-32, 12-11-97)

Section 3. [Terms of franchise grant.]

I. The nonexclusive franchise and rights granted herein shall continue in force and effect for a term of three years from and after the effective date of this ordinance. The grantee agrees, upon acceptance of this franchise acceptance agreement to pay to the city an application fee of \$2,800.00 and in the event grantee applies for renewal of the franchise prior to the expiration of the three-year term, grantee agrees to pay to the city a further application fee of \$750.00.

This ordinance shall become effective upon adoption at the second reading, all revenues to be paid as calculated under Ordinance No. 92-56 from March 11, 1993. (Ord. No. 93-03, 8-12-93)

The City Commission of the City of Winter Garden does hereby extend the expiration date of the cable television franchise granted in Ordinance No. 92-56 as amended by Resolution No. 93-03, Resolution No. 97-32 and Resolution No. 99-10 for six (6) months from November 12, 1999 to May 12, 2000, to provide for completion of the renewal process in accordance with federal law.