

## ORDINANCE

99-3

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA, GRANTING AN EXCLUSIVE FRANCHISE TO THE EASTPOINT WATER AND SEWER DISTRICT, EASTPOINT, FLORIDA, ITS SUCCESSORS AND ASSIGNS TO OPERATE AND MAINTAIN A WATER SUPPLY SYSTEM AND A SEWAGE COLLECTION TREATMENT AND DISPOSAL SYSTEM IN FRANKLIN COUNTY, FLORIDA: DEFINING THE FRANCHISE AREA; SETTING FORTH CONDITIONS AND PRIVILEGES ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR WATER CONNECTIONS, SEWER CONNECTIONS, THE USE OF INDIVIDUAL SEWAGE DISPOSAL SYSTEMS AND/OR SEPTIC TANKS AND FOR OTHER PURPOSES AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA:**

**WHEREAS**, the Board of County Commissioners of Franklin County, Florida, hereinafter called "the Board" or "Franchisor," may grant public water and sewer franchises to applicants who desire to operate public water supply and sewage systems within the limits of Franklin County, and,

**WHEREAS**, the Eastpoint Water And Sewer District, Eastpoint, Florida, hereinafter call "the District" or "Franchisee," has requested the Board to grant unto it an exclusive franchise for a public water supply system and a public sewage collection treatment and disposal system, both to be operated in a portion of Franklin County, Florida, and

**WHEREAS**, the area sought to be franchised is described in Exhibit "A" attached hereto.

**NOW THEREFORE**, for and in consideration of the covenants and agreements of the parties hereto hereinafter set forth, and in further consideration of the mutual benefits and advantages accruing to said parties herein, the parties hereto covenant and agree as follows:

**Section 1: Length and Purpose of Franchise.** There is hereby granted to the District for a period of fifty (50) years from the date hereof an exclusive franchise to construct, operate, and maintain a public water supply system and a public sewage collection treatment and disposal system within the area described in Exhibit "A" attached hereto, and to construct, maintain, and repair water lines, sewer lines, conduits, hydrants, service pipes, pumping stations, and any and all other things necessary for the purpose of treating, conducting and distributing water and collecting, treating and disposing of sewage in such area; to make housing and building connections upon, along, in and under the roads, streets, alleys, easements, and other public places in said area; to repair, replace, enlarge or extend the same, and to carry on the business of furnishing potable water and of collecting and disposing of sewage in said area for a consideration subject

to such rules and regulations as the District may adopt and impose, and further subject to the conditions of this franchise.

**Section 2: Excavation Privileges.** For the purpose of carrying into effect the privileges and purposes granted by this franchise, the owner of said franchise is hereby authorized to make all necessary excavations in said roads, streets, alleyways, and public grounds situated in the area afore-described; provided that the facilities 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 in compliance with such rules and regulations as are now or hereinafter may be imposed by the Board, but not so as to interfere unreasonably with the proper operation of the District's facilities and services. Streets, or portions thereof, so excavated shall be restored, within a reasonable time and as early as practicable after such excavation, by the District at its expense to as good condition as they were at the time of such excavations.

**Section 3: Service Requirements.** Reasonably adequate and efficient water and sewage system service shall be furnished by the District to every person applying for service within the franchise limits served by such system, when such service becomes reasonably and economically feasible; provided, however, that if the furnishing of service by the District in compliance with any application for service would require the extension of, or addition to, its existing facilities, the District, as a condition precedent to furnishing service, may require of the applicant reasonable deposits guaranteeing compensatory revenues from the territory to be served or reasonable contributions in aid of construction to help defray the cost of facilities which will be used and useful in furnishing service, or any combination thereof, or reasonable construction or other advances evidenced by refundable or non refundable agreements.

**Section 4: Rules and Regulations.** The District shall make available for its customers rules and regulations governing the sale, furnishing and termination of its services to customers.

**Section 5: Individual Water Systems Prohibited: Water Connections Required.** The use of individual water wells, other than wells with diameters of two inches or smaller, by any person, corporation, or other entity, in the franchise area where potable water distribution service can be made available by the District, is hereby prohibited. All persons, corporations and other entities owning improved property fronting on a street where water distribution service is available shall connect the improvements upon such premises in the manner herein or provided by other law or ordinance of the County or State. An individual, corporation or other entity who has an individual water well greater than

two inches in diameter in use on the date of the enactment of this Ordinance is specifically "grandfathered" in and shall not be subject to the provisions of this section of this Ordinance. No privately owned supply system shall provide services to the public within franchise area; provided, if the District is unable to provide water services to any part of the franchise area, it shall not unreasonably refuse to contract with an owner to construct facilities to be operated by the District.

**Section 6: Individual Sewage Disposal Systems Prohibited: Sewer Connection Required.** The use of individual sewage disposal systems and/or septic tanks, grease traps, or dry wells by any persons, corporations, or other entities in the franchise area where sewage collection service can be made available by the District is hereby prohibited. All persons, corporations and other entities owning improved property fronting on a street where sewage-collection service is available shall connect said improvements upon such premises to the service in the manner herein or provided by other law or ordinance of the County or State.

**Section 7: Additional Ordinances.** The Board agrees to pass all ordinances reasonably necessary both for the reasonable protection of the rights and property of the District and to enable the District to enforce any of its reasonable rules and regulations for the management, operation and control of the services to be rendered by the District hereunder and to pass any reasonable ordinance or ordinances that will be necessary in order to fully confirm to the District the rights herein or hereby granted or intended so to be.

**Section 8: Transfer of Franchise.** The District shall not, at any time, transfer its rights in any of its public water or sewage system property, or its franchise herein granted, to any person, corporation, or other entity without the consent of the majority of the Board. It is, however, expressly understood and agreed that in the event the District should desire to transfer its rights and franchise as aforesaid to a transferee that is qualified to operate under said franchise, the Board shall not withhold its consent unreasonably, and the showing of transferee's qualifications shall be conclusive evidence of the right of the District to secure said consent for transfer.

**Section 9: Hold-Harmless Requirement.** The District shall at all times protect and save the County of Franklin harmless from all claims, demands, liability and damages, including attorney's fees and court costs, arising from, out of, or by reason of this franchise agreement or the construction, operation, or maintenance of its said public water and sewage systems.

**Section 10: Successor's Obligations.** This franchise and all the rights, privileges, obligations, and liabilities hereunder shall be binding on said Board and the District and their successors and assigns.

**Section 11: Forfeiture Provisions.** The failure on the part of the District 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 District until a Court of competent jurisdiction, with a right of appeal in either party, shall have found that the District failed to comply in a substantial respect with any provisions of this franchise. The District shall have six (6) months after the final determination of the questions to make good the defaults before a forfeiture shall result, with the right in the Board, at its discretion, to grant such additional time to the District for compliance as necessities in the case require.

**Section 12: Rate Changes.** Water rates charged by the Franchisee are strictly subject to approval of Farmers Home Administration. In no event shall rate changes be permitted more frequently than two (2) times per year. Franchisee shall make every reasonable effort to provide water and sewer services for residents of its Franchise area and shall maintain reasonable service charges which shall be consistent with the range of charges set by comparable providers of these services. The Board specifically reserves the right to amend this section of the Ordinance to allow the Board to review rate changes should they so elect. If, after such review, the Board finds the rate change unreasonable, the District may secure the ruling of a Court of competent jurisdiction on the reasonableness issue, with right of appeal to either party.

**Section 13: Adequacy; Safety of Service.** Franchisee shall maintain adequacy and safety of service consistent with the rules and regulations of State regulatory agencies including the Department of Environmental Protection, Department of Community Affairs, and the Northwest Florida Water Management District.

**Section 14: Limitation on Cost to Non-Users.** All costs of operation and expansion of the Franchise shall be borne by Franchisee or persons specifically contracted to utilize such services.

**Section 15: Insurance Requirements.** Franchisee shall continue to maintain its present insurance coverage or its equivalent. A schedule of present coverage is attached to this Ordinance and identified as Exhibit "B".

**Section 16: Eminent Domain.** The County recognizes that the Franchisee may require utilization of the Eminent Domain powers of the County in order to carry out and complete the purpose and intent hereof. The County will allow, assist and authorize the Franchisee to exercise eminent domain authority on behalf of the County when

reasonably and necessarily required in order to accomplish the purposes of this contract, including, but not limited to, complaining for condemnation, on behalf of the County, in order to secure land and land use rights necessarily appurtenant to the accomplishment of the intent of this Franchise.

**Section 17: Previous Ordinances.** All ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

**Section 18: Severability Clause.** It is declared hereby to be the Legislative intent of the Board, that, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

**Section 19: Effective Date.** The provisions of this ordinance shall become effective as provided by law.

THIS ORDINANCE ADOPTED IN OPEN SESSION THIS 19<sup>th</sup> DAY OF January, 1999 AFTER NOTICE OF INTENT TO CONSIDER SUCH ORDINANCE HAS BEEN PUBLISHED ACCORDING TO LAW IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE COUNTY, AND A COPY HEREOF MADE AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FRANKLIN COUNTY ACCORDING TO LAW.



THE FRANKLIN COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: Clarence Williams  
CLARENCE WILLIAMS, Its Chairman

ATTEST:

Kendall Wade  
KENDALL WADE, Clerk

**EXHIBIT "A"**

**FRANCHISE AREA FOR WATER AND SEWER SERVICE**

**East Point Water and Sewer District:** Lands south and west of range line 6 west and township line 8 south including: Sections and Fractional Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, 32 Township 8 South, Range 6 West; Fractional Sections 24, 25, 36 Township 8 South, Range 7 West; Fractional Section 1 Township 9 South, Range 7 West; Fractional Section 6, Township 9 South, Range 6 West

DECLARATIONS (Continued)

Eastpoint Water & Sewer District FMIT # 155  
 October 1, 1998 - September 30, 1999

EXHIBIT "B"  
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V. FMIT COVERAGE SECTION

- A Indemnity Agreement
- B FMIT Coverage Agreement

	Premium Basis	Deductible/Type	Limit	Net Premium
<input checked="" type="checkbox"/> General/Professional Liability		n/a	\$100,000/\$200,000	\$4,634
Population:	See Summary			
a. Errors & Omissions Liability		n/a	\$100,000/\$200,000	Included
aa. Supplemental Employment Practices Liability		n/a	n/a	n/a
b. Employee Benefits Program Administrations Liability		n/a	\$100,000/\$200,000	Included
c. Medical Attendant's/Medical Director's Malpractice Liability		n/a	n/a	n/a
d. Broad Form Property Damage		n/a	n/a	n/a
e. Premises Medical Payment		n/a	n/a	n/a
f. Law Enforcement		n/a	n/a	n/a
<input checked="" type="checkbox"/> Exclusion				
Full Time with Arrest Powers:	n/a			n/a
Full Time without Arrest Powers:	n/a			n/a
Part Time with Arrest Powers:	n/a			n/a
Part Time without Arrest Powers:	n/a			n/a
Clerical:	n/a			n/a
Dogs:	n/a			n/a
Horses:	n/a			n/a
g. Extra Contractual Legal Expense		n/a	\$15,000	Included
<input checked="" type="checkbox"/> Automobile				
h. Automobile Liability	Per Schedule	\$0	\$100,000/\$200,000	\$664
Number of Vehicles:	2			
i. Uninsured Motorists Protection			n/a	n/a
j. Personal Injury Protection			\$10,000	Included
k. Automobile Medical Payments			n/a	n/a
l. Automobile Physical Damage Cvg.	Per Schedule	Per Schedule	n/a	\$335
<input type="checkbox"/> Additional Designated Members				
<input type="checkbox"/> Clerk of the Court				
<input type="checkbox"/> Tax Collector				
<input type="checkbox"/> Property Appraiser				

**DECLARATIONS (Continued)**  
 Eastpoint Water & Sewer District FMIT # 165  
 October 1, 1998 - September 30, 1999

	Premium Basis	Deductible/Type	Limit	Net Premium
<input type="checkbox"/> Supervisor of Elections				
<input type="checkbox"/> Sheriff				
<input checked="" type="checkbox"/> <b>Property and Allied Coverages</b>				
Real Property	Per Schedule	\$250	Blanket	\$3,554
Personal Property		\$250	Included	Included
Coinsurance:	100%			
Valuation Basis:	Agreed Amt			
Basis of Value:	Blanket			
Inflation Guard:	No			
Annual Percentage:	n/a			
Inland Marine		n/a	n/a	n/a
Blanket:	Yes	\$250		Included
Electronic Data Processing		n/a	n/a	n/a
Coinsurance:				
Crime/Bonds				
Money & Securities - Loss Inside		n/a	n/a	n/a
- Loss Outside		n/a	n/a	n/a
Depositors' Forgery		n/a	n/a	n/a
Bond Type				
Honesty Blanket Bond			n/a	n/a
Honesty Blanket Position			n/a	n/a
Faithful Performance Blanket Bond			n/a	n/a
Faithful Performance Position Bond			n/a	n/a
Time Element				
Business Income			n/a	n/a
Coinsurance:	n/a			
Extra Expense			Per Extension	Included
Valuable Papers			Per Extension	Included
Accounts Receivable			Per Extension	Included
<input checked="" type="checkbox"/> <b>Workers' Compensation</b>		\$0	Statutory	\$5,552
<input checked="" type="checkbox"/> Indemnity Agreement		\$1,000,000 Each Accident		
<input checked="" type="checkbox"/> Employers Liability		\$1,000,000 Each Disease		
		\$1,000,000 Aggregate by Disease		
Payroll:	\$143,224			