

ORDINANCE NO. 73-6

INTRODUCED BY: COMMISSIONER PARKS

FRANCHISE ORDINANCE  
ST. JOHNS COUNTY  
WATER, 1973

An ordinance of the County of St. Johns, State of Florida, hereinafter referred to as "County" granting to Fruit Cove Utility Company, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as "Utility", a <sup>NON-</sup> exclusive franchise to erect and maintain a water system to supply water to the public for consumption and all lawful purposes in the following described area, situate, lying and being in the County of St. Johns, State of Florida, to wit:

Mandarin Meadows South according to the plat thereof recorded in Plat Book 10 pages 44, 45, 46, 47, public records of St. Johns County, Florida.

(See attached Exhibit A which is made a part hereof by reference.)

and providing for inspection, fees, and rates; providing standards, rules and regulations; and an effective date.

Be it ordained by the Board of County Commissioners of St. Johns County, Florida; subject to written acceptance by the said Utility within fifteen (15) days after the passage, approval and publication of this ordinance.

1. Granting of Franchise

That there is hereby granted to Utility, its successors and assigns the NON-exclusive right, privilege and franchise to erect, construct, maintain, own, and operate, in, under, upon, over and across the present and future streets, alleys, bridges, canals, waterways, easements, rights of way, parks and other public places located in the above described area, for a period of ten (10) years from the date of acceptance hereof, water facilities (including, but not

limited to wells, surface waters, water mains, pipe lines, transmission lines, plants, pumps, booster stations, storage tanks, connections, valves, meters, and all other equipment, fixtures, and facilities necessary or incident to the construction, operation and maintenance thereof) for the purpose of obtaining, treating, supplying, distribution, selling and conveying water in and throughout said area, upon request of the owners or residents thereof, to and for the use of the inhabitants thereof and persons and corporations located therein. The Utility will be obligated to obtain permits for the installation of the water system.

2. Option to Renew:

In the event Utility desires to extend the franchise for an additional ten (10) year period, prior to the expiration of the original ten (10) year period, Utility shall so notify the County in writing of its intent to extend the franchise for an additional ten (10) years. Upon receipt of the written notice of the extension by the Clerk of the said County Commission, the franchise shall be automatically extended upon the same terms and conditions for an additional ten (10) year period.

3. Operation under Regulatory Agencies

The Utility shall operate and maintain its water supply and distribution system and render the service in accordance with this agreement, and in accordance with all reasonable requirements and regulations of any regulatory boards and agencies having jurisdiction thereof.

4. County Held Harmless Due to Negligence of Utility

It is expressly understood and agreed between the Utility and the County that the Utility shall save the County harmless from all loss sustained by the County on account of any suit, judgment, claim or demand whatsoever resulting from negligence on the part of the Utility arising out of the construction, operation or maintenance of its water system in the County. The County shall notify the Utility's representatives in writing as soon as possible after the presentation of any claim or demand, either by suit or otherwise, made against

the County on account of any claimed negligence as aforesaid on the part of the Utility.

5. Operation of Facility

The Utility shall be able to provide for the use of each metered connection within the area a minimum quantity of 250 gallons of water to the customer. (Point of Delivery being the connection at the discharge side of the water meter ), and to maintain at all times the quality and purity of such water to meet the United States Public Health Service Drinking Water Standards promulgated April 5, 1962, as regulations of the United States Public Health Service. However, the Utility does not guarantee that the supply of water to be distributed shall be at all times constant in the above quantities or under the above pressure, it being understood that temporary cessation of delivery of water, or drop in water pressures at any time caused by an Act of God, fires, strikes, droughts, casualties, accidents, necessary maintenance work, breakdown, damage to machinery or lines, civil or military authority, or by riot or other cause beyond the control of the Utility shall not constitute a breach of the provisions hereof, or impose liability upon the Utility to the County or to its inhabitants or water consumers therein.

6. Meters

All water delivered to consumers hereunder shall be measured by meters of standard make and of sufficient size, such meters to be installed and maintained by the Utility. In case the County shall at any time question whether any meter or meters are registering correctly, the County or consumer shall have the right, upon making a written request to the Utility, to have such meter or meters tested, and if, as a result of such test, such meter or meters shall be found to be incorrect or inaccurate the same shall be restored to an accurate condition or a new meter or meters shall be installed at the cost of the Utility. If such meter or meters shall be found to be within three percent (3%) of the accurate or true reading, the cost of such test shall be borne by the consumer, but otherwise shall be paid by the Utility. Should any test or tests show any such meter or meters to be substantially inaccurate, computations for water previously delivered since the last preceding monthly meter reading shall be

adjusted accordingly.

7. Other Provisions

The Utility will install and maintain all necessary fittings, pipes and appliances, including all meters and meter boxes, to deliver water to the consumer at or near the property line, all such fittings, pipes, appliances, meters and meter boxes shall remain the property of the Utility, and shall at all times be accessible to it and under its control. The service line from the discharge side of the meter to the consumer's premises shall be laid and maintained by the consumer at his own cost. The said consumer's service line shall be of ample size, of standard weight and quality, and all cut-offs, valves, fixtures, and appliances furnished by the consumer maintained in good order and condition. All of such water connections required to be furnished by the consumer shall be of such size and quality as shall be required by the Utility, and shall be laid and installed in accordance with its rules and regulations. The Utility shall be authorized to establish reasonable rules and regulations not in violation of the terms of this franchise.

8. Extensions

The Utility shall be under no obligation to extend its mains, lines, appurtenances and facilities to any part of the heretofore described area until there shall have been filed with the Utility a sufficient number of applications for service by prospective consumers who will actually reside in said newly developed area or by agreement with owner of land, to afford the Utility in its reasonable opinion a fair and reasonable rate of return upon the investment required to extend the Utility's facilities to such area. Prior to any extension of its facilities, the Utility may require a capital contribution, cash deposit, bond or other assurance from prospective consumers applying for such extension.

9. Rates and Charges

(A) Initial Rates and Charges. So far as it is within the power of the County to fix rates and charges, and subject to the provision that all rates hereunder shall at all times be such as to provide the Utility with a fair return

on the reproduction cost of its water supply and distribution system, rates and initial charges to consumers of water within the area shall be in compliance with and according to Exhibit "B" which is attached hereto and made a part hereof.

(B) Reconnection Charges. In the event water bills are not paid within thirty (30) days, the Utility shall have the right to discontinue water service to the consumer without further notice and such service shall not be restored until after all past bills have been paid and reimbursed to the Utility for extra expense (such as special trips, inspections, disconnection and reconnection service, additional clerical expense, etc.) incurred by the Utility on account of any delinquent bills or on account of consumer's violation of the contract for water or of the Utility's Rules and Regulations. In case the consumer is served by the Utility with water, sewer and LP gas or natural gas and combined billings are utilized, past bills on water, sewage and gas shall be paid before service is restored.

(C) Combined Billings. Water and other service rendered by the Utility may be combined under one billing.

(D) Connection Charges and Deposits. Applications for connection to the water distribution system shall be made upon forms furnished by the Utility in compliance with rates, rules and regulations of the Utility, and after approval of the application by the Utility, service will be rendered. The size of the service lines, valves, meters and other fittings, fixtures or appliances necessary to maintain the service applied for after the Point of Delivery shall be a reasonable and proper size to be determined by the Utility at the time of the application. Such applications shall be accompanied by the payment of tapping and service installation charges, and by payment of a reasonable deposit to guarantee payment of water bills.

10. Rate of Return and Change in Rate and Charges

(A) Rate of Return. The Utility shall agree to supervision and regulation of its rate structure by the Board of County Commissioners of St. Johns County, Florida or the Public Service Commission of the State of Florida. The said

rate structure shall be such as to yield to the Utility a net return (after deducting expenses, including, but not limited to, operation, maintenance, State, County and Municipal taxes, depreciation and income taxes) of not less than 8% nor more than 12% on the Utility's reproduction cost. In the event the Utility yields a net return lower than the return as set forth above, for no matter how long, it shall not be construed as, nor shall it in fact be a waiver of the right of the Utility to receive a rate of return as set forth above at any later time.

(B) Change by Utility in Rates and Deposits. The Schedule of Rates, Deposits, and Charges as shown in Exhibit "B" are initial rates and charges which, by the granting of this Franchise, are determined to be reasonable in accordance with provisions of this Section. The Utility or County may establish, amend, revise and enforce from time to time or times in the future, but not more frequent than once each year, different rates and charges reflecting rates and charges lower or higher than those shown in Exhibit "B", provided, however, that any such lower or higher rates or charges so established or enforced from time to time by the Utility shall be subject to the provisions of this Section. The Utility may, if it deems necessary to amend or change said Schedule of Rates, Charges or deposits, give the County notice in writing of the same with the reason for said amendments or changes. Within one-hundred and twenty (120) days after notice as afore said, the County shall render a decision wherein they agree to such proposed changes; they deny such proposed changes; or they recommend an increase of a lower amount than that proposed by the Utility. If the County shall decline to act or render a decision then the Utility may forthwith put into effect such amendments, or changes of schedules. It is understood and agreed that if the Utility should raise charges as hereinabove stated the Utility may after thirty (30) days from the date of the above notice, if no decision has been rendered by the County, put into effect such increase in rates or charges and the increased portion of the charges, so collected by virtue of the increase in rates, shall be escrowed with a National or State Banking Institution, or the Utility shall post with the County a good and sufficient Surety Bond for a period of ninety (90) days. Upon the expiration of the said 90-day period the monies

therefore collected, if no action is taken by the County, shall become the funds of the Utility and there shall be no further obligation on the part of the Utility to escrow any monies, or in the case of a Surety Bond, said Surety Bond shall no longer be in force or effect, and the increase in the rates or charges shall continue the same as if the request of the Utility had been granted. In the event, however, the County should deny the raise or amend the proposed increase at any time during this 90-day period, the Utility may refund to its customers the money collected by virtue of the raise or the monies in excess of the change granted by the County and that collected by the Utility, whichever the case may be, or the Utility may exercise the right to appeal the final decision of the County. Any final decision of the County with respect to this Franchise may be appealed to a Court of competent jurisdiction, with right of appeal by either party. Should the Utility exercise the right to appeal the final decision of the County, and if the Utility has raised the charges as above set forth after 30 days from the date of the original notice given to the County, these charges shall remain in effect and the rate increase shall be escrowed with a National or State Banking Institution until a ruling of the court on the final appeal by the County or the Utility is handed down.

(C) Change by County in Rates and Deposits. If at any time the rates or charges for water service are, in the opinion of the County, insufficient or in excess of an amount sufficient to maintain and to operate with allowances for a fair net return (as defined in Paragraph 10(A) on the reproduction costs of the Utility's property and facilities and with an allowance for maintenance and operation by the Utility and an allowance for the replacement of equipment; and with a reasonable allowance for debt service; and a proper allowance being made for reasonable depreciation of the water system (including, but not limited to, all well, mains, valves, meter, machinery, equipment, fixtures, appurtenances, and facilities necessary or incident to the successful, satisfactory and efficient operation); and all taxes (including, but not limited to, income taxes, taxes of every description levied or imposed on the Utility or its property, revenues or income); and expenses, then the County shall have the right and power to fix and make effective such rates as are sufficient and compensatory, after taking

into consideration the matters herein referred to. Should, however, the County exercise the right to adjust rates, the County will inform the Utility in writing of its intention and the reasons therefore, and will set a date for a public hearing to review the rate structure of the Utility. The said public hearing set forth in the letter from the County to the Utility shall be held on or after 120 days from the date of the receipt of the notice by the Utility, and any rate decrease ordered by the County shall not take effect retroactively before the date of the completion of the hearing. Any final decision of the County, with respect to this Franchise, may be appealed to a Court of competent jurisdiction with right of appeal by either party. Should the Utility exercise the right of appeal of the final decision of the County, and if the County has ordered the Utility to reduce the existing rates, the difference in the monies collected by the Utility based on the existing rates and those monies that would have been collected by the Utility under reduced rates ordered by the County shall be escrowed with a National or State Banking Institution until a decision of the Court on the final appeal by the County or Utility is handed down.

11. Utility Tax

Any tax or charge imposed by any governmental authority on the Utility which is a tax imposed solely because the Utility is a Utility as distinguished from other individuals, corporations or businesses in general, may be apportioned among the consumers as a direct-tax upon the consumers without report to the County for permission to increase the Utility's rates.

12. Rules and Regulations

The Utility may issue reasonable rules and regulations relative to collection of charges, and preventing tampering with, injuring or destroying any of the facilities, and other such rules and regulations that will be necessary or suitable in order to fully confirm to the Utility the rights herein or hereby granted.

13. Guarantee Service for Franchise Area

During the term of this Franchise, or any extension thereof, the County will not engage nor grant a Franchise for others to engage directly or indirectly



in the business of distributing or selling water in competition with the Utility, its successors or assigns in the Franchised area as described in Exhibit "A" or any additional area which in the future may become a part of this Franchise.

14. Transfer or Sale of Franchise

The Utility may sell, assign or lease this Franchise after obtaining written permission of the County, which permission shall not unreasonably be withheld. Withholding of such permission shall be given to the Utility in writing, setting forth in detail the reasons therefor, within thirty (30) days from the date of request for such permission to sell, assign or lease the Franchise or the Utility may proceed as if approval by the County was received.

15. Change in Form of Government

Any change in the form of government of the areas described herein as authorized by the State of Florida shall not affect the validity of this Franchise. Any Municipal Corporation succeeding the County shall, without the consent of the County, succeed to all rights and obligations of the County provided in this Franchise.

16. Disturbance of Surfaces

In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Utility shall replace and restore all such surface so disturbed as soon as possible and in as good condition as before said work was commenced. The County may require the posting of Bond acceptable to the County.

17. Abandonment of Easement

In the event any such public place under or upon which the Utility shall have located its facilities shall be closed, abandoned, vacated or discontinued, the County may terminate such easement or license of the Utility thereto, provided however, in the event of this termination of easement, the person or persons, firm or corporation requesting such termination shall pay to the Utility, in advance, its cost of removal and relocation of the removed facilities in order to continue its service as theretofore existing, or the County shall retain on all sides of the facilities, an easement not less than six (6) feet in width from the center line of such facilities, for the benefit of the Utility and its facilities.

18. Installation of Fire Hydrants

In the event the County shall determine it is necessary or expedient for the welfare of the community to install fire hydrants for the purpose of combating fires, the County shall have the right and privilege of doing so and the Utility will make such connections and the charge to the County for labor and material used in the installation of fittings including, but not limited to, toes, piping, valves, fire hydrants and other appurtenances necessary for furnishing water from the distribution system to the fire hydrants shall be the Utility's actual cost for said material and installation as computed by the Utility.

19. Right to Purchase

On the tenth anniversary date of this Franchise Agreement and on each anniversary date thereafter, the County, by giving at least thirty (30) days prior notice thereof to the Utility, may appoint a qualified appraiser who shall be a duly registered engineer in the State of Florida to act as an appraiser along with a duly registered engineer of the State of Florida appointed by the Utility and a third duly registered engineer jointly selected by the County's engineer and the Utility's engineer, which three engineers shall make an appraisal of the <sup>depreciated</sup> reproduction cost of the water facilities and the appraisal figure arrived at by these three engineers would be the price at which the Utility agrees to sell the water facilities to St. Johns County. As soon as the County sends written notice to the Utility of the name of the engineer appraiser selected by the County, the Utility shall have ten (10) days in which to select its engineer appraiser and the two to them shall have 10 days in which to select the third engineer appraiser. In the event the two engineer appraisers cannot agree upon a third, the senior Circuit Judge of St. Johns County, Florida, may appoint the third appraiser. The appraised price shall be arrived at with a formula using current <sup>depreciated</sup> reproduction cost. The appraisal shall be completed within sixty (60) days after the three appraisers are appointed and the appraisal figure shall be submitted to the governing body of the County, which shall then have a reasonable time, not to exceed eight (8) months, in which to consider such appraisal price and to arrange for the necessary financing to consummate the purchase if the County elects to purchase; it being understood, of course, that the appraisal figure

will adjusted to include the facilities added from the date of the appraisal to the date of the closing of the sale. If the County does not exercise its right to purchase after the appraisal price has been received by it, it shall pay the fees for the engineers who had been engaged to make the appraisal, but the engineers are required, upon a request from the County and/or the Utility to submit in advance of the appraisal their proposed fees for making such appraisal. If the County does elect to purchase the facilities, then the fees for the appraisers are to be borne equally by the County and the Utility. If the Utility is operating a sewerage system or systems within the described area, or an extension thereof, franchised by the County it is expressly understood that the County shall also purchase the sewerage facilities at the same time and in addition to the water facilities under the same terms and conditions as above set forth. For clarification it is understood and agreed that the County may not purchase the water facilities without purchasing the sewerage facilities and the County may not purchase the sewerage facilities without purchasing the water facilities.

20. Franchise Fee

That within thirty (30) days after the sixth anniversary date of this Franchise and within thirty (30) days after each succeeding anniversary date of this Franchise, the Utility, its successors and assigns shall pay to the County and its successors and assigns, an amount which when added to the amount of all taxes, licenses, and fees and other impositions levied or imposed by the County or its successors upon the Utility's property, business or operation for the preceding tax year, will not exceed one percent (1%) of the Utility's revenues from the sale of water services to residential and commercial customers for said period within the limits of the area described, excluding connection charges and tapping charges for the twelve fiscal months preceding the applicable anniversary date; provided, however, that nothing herein shall preclude said County from collecting the amount of all taxes, licenses and fees and other impositions levied or imposed by the County upon the Utility's property, business or operation for the preceding tax year where in any year the amount of said taxes, licenses and fees and other impositions levied or imposed by said County exceed one percent (1%) of the Utility's revenue from the sale of

water, excluding tapping fees and deposits.

21. Franchise Obligations

The failure on the part of the Utility to comply in any substantial respect with any of the provisions of this resolution shall be grounds for forfeiture of this Franchise, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Utility until a court of competent jurisdiction, with a right of appeal by either party, shall have found that the Utility has failed to comply in a substantial respect with any provision of this Franchise and the Utility shall have six (6) months after the final determination of the question to make good the defaults before a forfeiture shall result with the right in the County at its discretion to grant such additional time to the Utility for compliance as necessities in the case may require.

22. Contents of Franchise Agreement

This agreement constitutes the entire agreement between the parties, and no other representations or oral agreements of any nature exist between the parties.

23. Resolutions

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

24. Constitutional Validity

If any section, subsection, sentence, clause, phrase, or portion of this agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holdings shall not affect the validity of the remaining portions hereof; provided, however, that the remaining provisions when together will constitute a feasible, reasonable, workable plan to perform the services contemplated.

25. County Jurisdiction

The said right, privilege and franchise are granted under and pursuant to the provisions of the laws of the State of Florida which relate to the granting of rights, privileges and franchises by counties.

26. Effectiveness

This ordinance shall take effect immediately upon receipt of official acknowledgment by the Office of the Secretary of State, to the Clerk of the Board of County Commissioners, that same has been filed.

Passed by the County Commission of the County of St. Johns, State of Florida, this 10th day of July, 1973.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: H. F. Green  
Chairman

Attest: Chris Lantz



EXHIBIT "B"

RATES, DEPOSITS, TAPPING AND SERVICE  
INSTALLATION CHARGES

FRUIT COVE UTILITY COMPANY, INC.

WATER

RATES

Regular Rates

0 - 4,000 Gallons	\$4.00 Minimum
Next 11,000 Gallons	.60 per 1,000 Gallons
Next 10,000 Gallons	.52 per 1,000 Gallons
Over 25,000 Gallons	.45 per 1,000 Gallons

HOUSING AREA

Water Deposit \$20.00 (5/8" x 3/4" Meter)

LOT SALES AREA

Size of Meter	Tapping and Service Installation Charges
5/8" x 3/4"	\$50.00

HOUSING AND LOT SALES AREAS

Size of Meter	Deposit	Tapping and Service Installation Charges
3/4 "	\$20.00	\$100.00
1"	20.00	175.00
1-1/2"	30.00	385.00
2"	150.00	535.00
Larger than 2"	200.00	Actual cost of Labor and Materials

**The St. Augustine Record**


PUBLISHED EVERY AFTERNOON EXCEPT SUNDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, }  
COUNTY OF ST. JOHNS. }

Before the undersigned authority personally appeared \_\_\_\_\_  
A. H. Tebault who on oath says that he is  
Editor-General Manager of the St. Augustine Record, a  
daily newspaper published at St. Augustine in St. Johns County, Florida;  
that the attached copy of advertisement, being a Legal Notice  
Notice of Public Hearing  
in the matter of Fruit Cove Utility  
Co. water franchise  
in the \_\_\_\_\_ Court,  
was published in said newspaper in the issues of \_\_\_\_\_  
June 15, 1973

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper has heretofore been continuously published in said St. Johns County, Florida, each day, except Sundays, and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me  
this 15 day of July,  
A. D. 1973  
Merrill M. Heard  
Notary Public.  
182ALJ



Notary Public, State of Florida  
My Comm. Exp. 12-2-1976  
Printed by American 1st & 3rd Century Company

110 A

**COPY OF ADVERTISEMENT**

**NOTICE OF PUBLIC HEARING**  
NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AT ITS REGULAR MEETING ON TUESDAY, JULY 10, 1973, AT 10:00 A. M. IN THE COUNTY COMMISSION CHAMBERS OF THE ST. JOHNS COUNTY COURTHOUSE WILL CONSIDER THE PASSAGE OF THE FOLLOWING ORDINANCE:  
Fruit Cove Utility Company, Inc.: Ordinance granting an exclusive water franchise to serve the subdivided property, platted of record as Mandarin Meadows South according to the plat thereof recorded in Plat Book 10, pages 44, 45, 46 and 47, public records of St. Johns County, Florida; said franchise to be granted for a period of ten (10) years with right to renew for a period of ten (10) years; providing for the right of the Utility to erect, construct and maintain facilities under, over or across County's property, providing for serving customers within the franchise area with water service, providing water in accordance with standards set by appropriate public health authorities; providing for regulation of rates by St. Johns County, Florida; providing for payment of a franchise tax, providing for the right of St. Johns County to purchase the water facilities, providing for rules and regulations and an effective date, and other provisions incident to the granting of a water franchise.  
A COMPLETE COPY OF SAID ORDINANCE IS ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, AS CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY, AND IS OPEN TO PUBLIC INSPECTION DURING THE REGULAR BUSINESS HOURS OF SAID OFFICE.  
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA  
By: (s) Oliver Lawton  
Its Clerk  
J15 L655 Adv.

COMMISSIONERS' MINUTES Z, PAGE 347



RICHARD (DICK) STONE  
SECRETARY OF STATE

### Secretary of State

STATE OF FLORIDA  
THE CAPITOL  
TALLAHASSEE 32304  
(904) 488-3918

1973 JUL 17 AM 10 58

*Richard Stone*  
BY CLERK DEPUTY CLERK

July 16, 1973

Honorable Oliver Lawton  
Clerk, Board of County Commissioners  
St. Johns County  
Post Office Drawer 299  
St. Augustine, Florida, 32084

Dear Mr. Lawton:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your letter of July 11, and certified copies of St. Johns County Ordinances Nos. 73-6 and 73-7, which were filed in this office on July 16, 1973.

Kindest regards. *Re Fruit Cove Utility Franchises*

Cordially,

RICHARD (DICK) STONE  
Secretary of State

By *Nancy Kavanaugh*  
(Mrs.) Nancy Kavanaugh  
Chief, Bureau of Laws

NK/mc

COMMISSIONERS' MINUTES 2 PAGE 413

COPIES 11/17, 19 73 TO: B. C. Watson

COPIES 9/20, 19 73 TO: All Commissioners 110B

ORDINANCE BOOK