

ORDINANCE NO. 81- 7

INTRODUCED BY COMMISSIONER CURTAN

FRANCHISE ORDINANCE

ST. JOHNS COUNTY

WATER, 1981

An ordinance of the County of St. Johns, State of Florida, hereinafter referred to as "County", granting to Charles Edwin Falkner and Helen L. Falkner, his wife, d/b/a Water Conditioning of St. Augustine, a Florida general partnership, its successors and assigns, hereinafter referred to as "Utility", an 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:

(See Exhibit "A" attached hereto and made a part hereof)

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 subject to the provisions of paragraph 28, there is hereby granted to Utility, its successors and assigns, the exclusive right, privilege and franchise to erect, construct, maintain, own and operate, in, under, upon over and across the present and future county streets, alleys, bridges, canals, waterways, easements, rights of ways,

parks and other public places located in the above-described area, for a period of thirty (30) 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, distributing, 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. Such use of the public rights-of way, etc. shall not unduly interfere with the public use of such roads and public places.

2. 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.

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. 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 per day under adequate pressure at the Point of Delivery of the water to the customer. "Adequate pressure" is deemed to be a minimum of 20 pounds per square inch and a maximum of 60 pounds per square inch, at the meter. (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 and as amended as regulations of the United States Public Health Service, and the standards of the Department of Environmental Regulation of the State of Florida, as amended from time to time, and such other governmental rules or regulations as may be applicable. 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 pressure 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 causes beyond 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.

5. 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 by an independent authority, 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.

6. 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 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.

.7. 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. No extension shall be made which shall have the effect of increasing the rates of previously existing consumers without the prior consent of the county.

8. 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, disconnecting and reconnecting service, additional clerical expense, etc.) incurred by the Utility on account of any

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. The Utility must include in any request for a rate increase such financial statements audited by an independent certified public accountant as may be reasonably required by the county, specifically including all such financial statements which are required to verify the claims or basis upon which the Utility seeks the increase as set forth in said notice. Within one hundred and twenty (120) days after the above said notice is given, the county shall render a decision wherein they agree to such proposed changes; they deny such proposed changes, or they recommend an increase of the lower amount than they 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 days. Upon the expiration of the said 90-day period the monies theretofore 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 and effect, and the increase in the rates or charges shall

delinquent bills or on account of consumer's violation of the contract for water or of the Utility's Rules and Regulation.

(c) 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.

9. 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. The said rate structure shall be such as to yield to the Utility a net return (after deducting reasonable expenses, including, but not limited to, operation, maintenance, State, County and Municipal taxes, depreciation and income taxes) of not less than eight percent (8%), nor more than twelve percent (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 on 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

continue the same as if the request of the Utility has 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 be refund to its customers the money collected by virtue of the raise or the monies in excess of the charge granted by the county and that collected by the Utility, whichever 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 thirty (30) days from the date of the original notice given to the county, these charges that would have been collected under 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. If the ruling is adverse to the Utility, the Utility shall refund the excess collections to its customers. All monies held by Utility that is refunded to consumers shall bear interest at the then existing local savings and loan passbook rates and said interest shall also be paid to the consumers.

(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 9 (a) on the reproduction costs of the Utility's property and facilities) and with 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 wells, mains, pipelines, plants, pumps, booster stations, storage tanks, connections, valves, meters, 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 incomes); and reasonable 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 about 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 the Utility is handed down.

10. 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.

11. 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 conform to the Utility the rights herein or hereby granted.

12. Guarantee Service for Franchise Area: During the term of this franchise, or any extension thereof, the county will not ~~engage~~ <sup>PRIVATE ENTITIES</sup> ~~nor~~ grant a franchise for other~~s~~ 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".

13. Transfer of 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 therefore, 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.

14. 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.

15. Disturbance of Surfaces: In the case of any disturbance of pavements, 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.

16. 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 no less than six (6) feet in width from the center line of such facilities, for the benefit of the Utility and its facilities.

17. Installation of Fire Hydrant: 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, 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.

18. Right to Purchase: On the fifteenth anniversary date of this franchise agreement 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 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 (3) engineers shall make an appraisal of the reproduction cost of the water facilities and the appraisal figure arrived at by

these three (3) engineers plus six percent (6%) 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 of them shall have ten (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 reproduction cost, plus six percent (6%). 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 be 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 rights to purchase after the appraisal price had been received by it, it shall pay the fees for the engineers who had been engaged to make the appraisal, but the engineers 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 sewage 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 sewage 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 sewage facilities and the county may not purchase the sewage facilities without purchasing the water facilities.

19. Franchise Fee: That within thirty (30) days after the sixth (6th) 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 (12) fiscal months preceding the applicable anniversary date; provided, however, that nothing herein shall preclude said county from collecting the amount of 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.

20. 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 protected 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 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.

21. 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.

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

23. 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.

24. 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.

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

26. This ordinance shall terminate automatically unless accepted in writing by Utility on or before the 16 day of FEBRUARY, 1981.

27. This ordinance shall not be deemed to constitute a county requirement that a landowner use the Utility's water nor shall this ordinance be deemed to constitute a county prohibition against

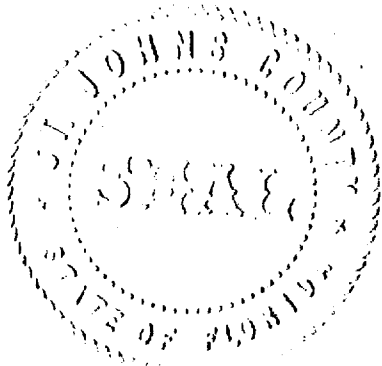
the landowner using his own well water.

28. This ordinance shall not be deemed to prohibit or restrict in any manner the construction, operation or maintenance of a water system by the county, by a duly created water district, or by any other such governmental entity, within the franchise area or on public or private property, the purpose of which is to supply water to the public for consumption and all lawful purposes.

Passed by the BOARD of COUNTY COMMISSIONERS  
of the COUNTY of ST. JOHNS, STATE of FLORIDA, this 10th  
day of February 1981

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Nancy Waldron  
Chairman



ATTEST: Marie Audson  
Deputy Clerk for  
CARL "BUD" MARKEL, CLERK

Adopted regular meeting 2/10/81

Effective 2-13-81

EXHIBIT      "A"

All of that certain parcel of real property located within St. Johns County, Florida and more particularly described as follows:

CRESCENT COVE SUBDIVISION, according to map or plat thereof recorded in Map Book 13, pages 55 through 56, public records of St. Johns County, Florida.

EXHIBIT      "B"

INITIAL RATE SCHEDULE - WATER CONDITIONING FRANCHISE FOR CRESCENT COVE  
SUBDIVISION

|                                      |           |              |
|--------------------------------------|-----------|--------------|
| Size . . . . .                       | 1/4"      | 1"           |
| Tapping Fee. . . . .                 | \$.175.00 | \$225.00     |
| Water Deposit (Refundable) . . . . . | \$. 30.00 | <u>30.00</u> |
| TOTAL. . . . .                       | \$.205.00 | \$255.00     |

Minimum Monthly Bill (up to 3,000 gallons) . . . . . \$8.00  
Consumption Charge for usage in excess of 3,000 gals. per mo. \$.08 per 100 gals.  
Fee of \$10.00 for cutting on; \$10.00 for cutting off  
DELINQUENCY: Water subject to cut off 15 days from date of bill Fee of \$10.00 for cutting off; \$10.00 for cutting on  
SERVICE CALL: \$15.00 charge provided Water Conditioning is not at fault



Charles E. & Helen L. Falkner  
Water Conditioning of  
St. Augustine, Florida  
February 11, 1981

Board of County Commissioners  
St. Johns County  
St. Johns County Courthouse  
St. Augustine, FLA 32084

Re: Crescent Cove Water Franchise

Gentlemen:

Please be advised that we, CHARLES E. FALKNER and HELEN L. FALKNER, husband and wife, do hereby accept that certain water franchise enacted by you on February 10, 1981.

Thank you for your consideration in this matter. We are confident that we can abide by the responsibilities placed upon us as a result of your enactment.

Very truly yours,

  
CHARLES E. FALKNER

  
HELEN L. FALKNER

CEF/sw

(WITH PAGE 307)

80-7

**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 \_\_\_\_\_  
Robert E. James \_\_\_\_\_ who on oath says that he is  
Advertising 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 \_\_\_\_\_  
Board of County Commissioners Meeting \_\_\_\_\_  
\_\_\_\_\_ in the matter of \_\_\_\_\_  
Franchise Ordinance-St. Johns County  
Water 1981. \_\_\_\_\_ in the \_\_\_\_\_ Court,  
was published in said newspaper in the issues of \_\_\_\_\_  
January 15, 1981.

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 16th day of January 1981  
A.D. 19 81  
Ernette M. Good  
(SEAL) Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Oct. 2, 1984  
Bonded Thru Troy Fain Insurance Inc.

**COPY OF ADVERTISEMENT**

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AT ITS REGULAR MEETING ON FEBRUARY 10, 1981, AT 10:15 O'CLOCK A.M. IN THE COUNTY COMMISSIONERS' ROOM, ST. JOHNS COUNTY COURTHOUSE, ST. AUGUSTINE, FLORIDA, WILL HOLD A PUBLIC HEARING TO CONSIDER THE PASSAGE OF THE FOLLOWING ORDINANCE:

**FRANCHISE ORDINANCE**  
**ST. JOHNS COUNTY**  
**WATER, 1981.**

An ordinance of the County of St. Johns, State of Florida, hereinafter referred to as "County", granting to Charles Edwin Falkner and Helen L. Falkner, his wife, d/b/a Water Conditioning of St. Augustine, a Florida general partnership, its successors and assigns, hereinafter referred to as "Utility", an 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:

All of that certain parcel of real property located within St. Johns County, Florida, and more particularly described as follows: CRESCENT COVE SUBDIVISION, according to map or plat thereof recorded in Map Book 13, pages 55 through 56, public records of St. Johns County, Florida, and providing for inspection; fees and rates; providing standards, rules and regulations; and an effective date.

The proposed Ordinance is on file in the office of the Clerk of the Circuit Court, St. Johns County, Florida, St. Johns County Courthouse, and may be examined by parties interested prior to said public hearing.

All parties having any interest in said Ordinance will be afforded an opportunity to be heard at the public hearing.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**  
BY: CARL BUD MARKEL  
Its Clerk  
Jan 15, 1981