

ORDINANCE NUMBER: 84-31

INTRODUCED BY: COMMISSIONER:

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO CABLE TV FUND VII ABC, JONES INTERCABLE, INC., MANAGING GENERAL PARTNER TO OPERATE A CABLE TELEVISION SYSTEM IN CERTAIN UNINCORPORATED AREAS OF ST. JOHNS COUNTY, FLORIDA: WHOSE BOUNDARIES ARE AS FOLLOWS: FROM THE SOUTHERN CITY LIMITS OF SOUTH PONTE VEDRA BEACH WEST TO SHANNON RD. ON SHANNON RD TO US-1. SOUTH ON US-1 TO NINE MILE ROAD. WEST ON NINE MILE RD TO I-95. SOUTH ON I-95 TO ST. JOHNS COUNTY LINE; SETTING FORTH CONDITIONS OF FRANCHISE: PROVIDING FOR FRANCHISE FEES; PROVIDING FOR COUNTY REGULATION OF THE CABLE TELEVISION SYSTEM, INCLUDING OPERATIONS, PAYMENTS, CONSTRUCTION AND MAINTENANCE; CONTAINING CERTAIN PROHIBITIONS INCLUDING PROHIBITION AGAINST OPERATING A CABLE TV SYSTEM WITHOUT A FRANCHISE; PRESCRIBING PENALTIES FOR VIOLATIONS OF THE FRANCHISE PROVISIONS: AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. Short Title. This ordinance shall be known and may be cited as the "St. Johns County Coastal Cable Television Ordinance."

SECTION 2. Definitions. For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein, unless the context clearly indicates that another meaning is intended. When not inconsistent with the context, words used in the present tense shall include the future, words in plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. CATV or Cable TV or Cable Television System - A facility that in whole or in part receives directly or indirectly over the air and amplifies or otherwise modifies the signals transmitting programs broadcast by one or more television or radio stations and distributes such signals by wire or cable to subscribing members of the public who pay for such service. Such term shall not include (1) any such facility that serves fewer than fifty (50) subscribers, or (2) any such facility that serves or will serve only subscribers in one or more multiple unit dwellings under common ownership, control or management.

B. Channel - A band of frequencies that is six (6) megahertz wide in the electromagnetic spectrum.

C. FCC or The Federal Communications Commission - The present agency of the United States Government of that name as constituted by the Communications Act of 1934 or any successor agency created by the United States Congress.

D. Any term used herein, and the definition thereof, that is defined in the rules of the Federal Communications Commission, in Section 76.5 or elsewhere, and not mentioned in the above definitions, is incorporated hereby by reference.

SECTION 3. Grant of Franchise. There is hereby granted by the County of St. Johns to Cable TV Fund VII ABC, Jones Intercable, Inc., Managing General Partner, a Colorado Limited Partnership, (hereinafter called the "Grantee"), the non-exclusive right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the County streets, rights-of-ways, alleys, public ways and public places, now laid out or dedicated and all extensions thereof and additions thereto in the hereinafter described "Franchise Area" wires, poles, cables, underground conduits, conductors, fixtures necessary for the maintenance and operation in the service area of the County a cable television system; all within the Coastal part of said County in that area shown on Exhibit "A" attached hereto as "The Service Area." The right to use and occupy said County streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive and the County reserves the right to grant the non-exclusive use of the same County streets, rights-of-ways, alleys, public ways and places to any other person or entity at any time during the period of this Franchise. The Grantee shall have the right to enter into non-exclusive arrangements for the attachment onto and use of facilities owned and operated by public utilities operating within the County whereby the Grantee shall strictly comply with the terms, provisions and restrictions of said agreements, and copies of all agreements made with other public utilities operating with the County shall be placed on file with the County immediately upon their execution. The Grantee

shall at all times during the life of this Franchise be subject to all lawful exercise of the police power by the County and to such reasonable regulations as the County may hereafter by resolution or ordinance provide. The construction, operation and maintenance of the system by the Grantee shall be in full compliance with the National Electric Code as from time to time amended and revised, and in full compliance with all applicable rules and regulations now in effect or hereinafter adopted by the Federal Communications Commission, the County of St. Johns, the State of Florida, or the United States Government.

SECTION 4. Grantee Liability and Indemnification of the County.

a. Liability Coverage. It is expressly understood and agreed by and between the Grantee and the County that the Grantee shall save the County harmless from all loss sustained by the County on account of any suit, judgment, execution, claim or demand whatsoever arising out of the construction, operation and maintenance of the system by the Grantee. The Grantee agrees to maintain and keep in full force and effect at all times during the term of this Franchise sufficient liability insurance coverage to protect the County against any such claims, suits, judgments, executions, or demands in a sum not less than \$300,000.00 per person in any one claim, \$500,000.00 as to any one accident or occurrence, and not less than \$300,000.00 for property damage as to any one accident or occurrence or in such larger sums on all coverage as may be required of the Grantee by any other public utility in the County.

b. Workmen's Compensation Coverage. The Grantee shall also maintain in full force and effect throughout the duration of this Franchise sufficient workmen's compensation insurance coverage to adequately and fully protect its agents and employees as required by law.

SECTION 5. Construction Approval By County Engineer Correction Of Defects. Except for individual services drops, the Grantee shall not erect any pole, run any line, make any attachment, nor shall any construction of any kind be commenced without the prior approval of

the County Engineer. This approval as referenced herein shall be in the form of a permit issued by the County Engineer upon approval of (a) layout maps of the system authorized by this Franchise showing plant routing, utility company poles to which the system facilities are to be attached and location of all trunk and distribution line amplifiers or (b) true copies of all attachment requests and subsequent approval made by the Grantee to Southern Bell Telephone and Telegraph Company, City of St. Augustine, Florida, Jacksonville Electric Authority, and Florida Power and Light Company. The County shall have and maintain the right to inspect the construction, operation and maintenance of the system by the Grantee to insure the proper performance of the terms of this Franchise. In the event the Grantee should violate any of the terms of this Franchise or any of the rules and regulations as may be from time to time lawfully adopted, the County may immediately give to the Grantee thirty (30) days' written notice to correct such violations, and in the event the Grantee does not make such correction within thirty (30) days from the receipt of such written notice, the County may make such correction itself and charge the cost of same to the Grantee. In no event shall the Grantee create any obstructions or conditions which are or may become dangerous to the traveling public.

SECTION 6. Prohibition From Engaging in Radio and Television Sales, Service and Repair. The Grantee, and all of its officers, agents and employees, are specifically prohibited from engaging in the sale, service, rental or leasing of television receivers, radio receivers or television or radio receiver related parts and accessories with any person, anywhere in the Service Area, whether for a fee or charge or not. The Grantee shall prohibit any of its officers, agents, and employees from violating the terms of this section at all times, whether in the performance of duties of the Grantee or otherwise.

SECTION 7. Service Standards.

a. The Grantee shall maintain and operate the system and render efficient service in accordance with the rules and regulations as

are or may be set forth by the County Commission and/or the FCC; provided, however, the Grantee shall operate the system so that there will be no interference with television reception, radio reception, telephone communications or other installations which are now or may hereafter be installed in use by the County or any persons in the Service Area.

b. The Grantee shall carry all signals of every television station where the community antenna television system tower and antenna equipment are located within the Federal Communication Commission approved predicted Grade B contour line of that television station. The television signals at no time shall be altered, interrupted or blacked out in any way by the Grantee, except as required by the Federal Communications Commission or other appropriate governmental authority.

c. The community antenna television ^{SYSTEM} shall at all times:

- 1) Use all band equipment capable of passing the entire VHF television and FM radio spectrum.
- 2) Use equipment that passes standard color television signals without degradation and with no phase shift and no effect on color fidelity and intelligence.
- 3) Provide a minimum level of 1,000 microvolts at the input terminals of each TV receiver on the line.
- 4) Provide that the system and all equipment be designed and rated for 24 hour per day continuous operation.
- 5) Provide a signal-to-noise ratio of not less than thirty-six (36) decibels.
- 6) Provide a television signal with a hum modulation less than three per cent (3%).
- 7) Use components having voltage standing wave ratio of 1.4 or less.
- 8) Provide an inter-modulation distortion not to exceed minus forty-six decibels.
- 9) Provide that the plot of gain versus frequency across any six mega-cycle channel is to be a flat plus or minus one decibel.

and shall initially provide 21 different channels

d. Channel Capacity. The system shall be capable of initially transmitting ~~over~~ at least ~~twenty~~ ^{thirty five (35) different} ~~(20)~~ channels for delivery to subscribers upon commencement of operation. Grantee shall provide all broadcast signals required by the FCC to be carried and shall provide other types of channels as follows: *in addition to the above mentioned 21 channels*

1) Upon the request of the County, the Grantee shall provide an option to each subscriber to receive premium pay television services.

2) Grantee shall provide without charge at least one access channel that: is available in part for users with prior reservations on a prompt non-discriminatory basis for any person residing in the Service area; and is available to educational institutions located within the Service Area; and is available to local government agencies in the Service Area.

In the event usage demand for this access channel during the hours of 6 P.M. through midnight on Mondays through Friday exceeds 65%, Grantee shall provide a second channel for such access. In the event usage demand for the second channel exceeds 65%, during such times and days, the Grantee shall provide a third access channel to accommodate such demand. The access channel usage shall be on a "first come - first served," non-discriminatory basis, established through a "prior reservation" system for any person, group, or entity so residing in the service area authorized by this Ordinance.

3) The Grantee shall provide a local service channel in addition to the other channels required by this Franchise Ordinance. The local service channel shall provide local weather information and time with continuous FM background music.

4) Grantee shall reserve the remaining unused channels or unused portions of the foregoing channels available as leased access channels with part-time users given preference on one (1) channel.

e. Access Programming Facilities. Grantee shall provide both mobile and stationary equipment including designated equipment to be used by access cable casters with the aid of some technical and production assistance to be provided by the Grantee, including equipment that can store programs for delayed broadcasting. Grantee

shall provide one (1) access studio located in the franchise area as to encourage its use which shall be promptly available to all access users. A full schedule of rates for the use of equipment and studio facilities is included in the initial rate schedule, Exhibit "B".

f. Two-Way Provisions. Grantee shall install and maintain a cable television system with ability to deliver for two-way communications within 4 months of request by County.

g. Standby Power. The Grantee shall maintain equipment capable of providing standby power for head-end, transportation and trunk amplifiers for a minimum of two (2) hours. The equipment shall be constructed to automatically revert to the standby mode when the normal commercial power returns.

h. Performance Testing. The Grantee shall conduct all tests required by current FCC rules. The results of these tests shall be retained on file at the Grantee's local business office for at least five (5) years. The Grantee shall provide and keep accurately calibrated test equipment on hand in the Franchise Area at all times for the testing of all service and operational standards outlined in this ordinance or the FCC rules and shall conduct these tests when requested by the County under the supervision of a County representative in order to establish the level of performance of the system. Successful completion of performance tests at specified locations does not relieve the system of the obligation to comply with all pertinent technical standards at all subscriber terminals.

i. Safety Requirements. The Grantee shall install and maintain its wires, cables, fixtures, towers and other equipment in accordance with the County's duly adopted building and electrical codes. The Grantee shall keep and maintain in a safe condition and in good order and repair all structures, lines, towers, equipment and connections in, over, under and upon the streets, sidewalks, alleys, and public ways or places of the County.

j. The Grantee shall furnish an emergency alert system for the purpose of permitting designated governmental officials to

provide emergency information and warnings to cable subscribers. The system shall provide a full audio override on all audio channels. Access to the emergency alert control shall be made on any telephone by dialing a specific code number. A code tone operated relay will limit access to authorized individuals. Emergency notification can be supplemented with audio-visual transmission on the access channel.

SECTION 8. System Regulations.

System construction. In the use of County streets, the following conditions shall apply:

(1) Before any construction is commenced, the Grantee shall submit plans to the County Building Official and receive a written notice to proceed at least ten (10) days prior to such construction. The Building Official shall have the right to inspect all construction or installation work performed by the Grantee in the streets and to make such periodic inspections as the County deems necessary to insure compliance with the terms of its franchise and other pertinent provisions of the law.

(2) All wires, cables, amplifiers, and other property shall be constructed and installed in an orderly and workmanlike manner. All cables and wires shall be installed parallel with existing telephone and electric wires wherever possible. Nothing in this ordinance, or any franchise granted hereunder, shall authorize the Grantee to erect and maintain in the County, new poles where existing poles are servicing the area. The Grantee shall obtain permission from the County before erecting any new poles or underground conduit at the time the Grantee seeks to install any lines. All installations shall be underground in those sections of the County where both telephone and electric utility service are underground at the time of installation, or where subdivision or deed restrictions require utilities to be underground. In sections where either telephone or electric utility facilities are above ground at the time of installation, the Grantee may install its service above ground with the understanding that at such time as those facilities are required to be

placed underground by the County, the Grantee shall likewise place its services underground without additional cost to the residents of the County or the remainder of the Franchise Area. It shall be the policy of the County that underground installations, even when not required, is preferable to the placing of additional poles.

(2A) Grantee shall submit to the County a copy of "as built" maps at the completion of construction of the new system and they will be updated at least once every year.

(2B) Grantee shall, in addition to complying with all terms and provisions of this ordinance, comply with all technical standards concerning cable TV promulgated by the Federal Communications Commission.

(3) The County shall give Grantee reasonable notice of plans for street improvements when paving or resurfacing of a permanent nature is involved. The notice shall contain the nature and character of the improvements, streets upon which the improvements are to be made, the extent of the improvements, and the work schedule for the project. The notice shall give the Grantee sufficient reasonable time to make any additions, alterations, or repairs to its facilities as is necessary in advance of the actual commencement of the work. Any relocation required by the County under this paragraph shall be at the expense of the Grantee.

(4) If all or part of a street, road or highway within the County is vacated, abandoned, closed, reconstructed or discontinued, then the rights and privileges contained within this ordinance, with respect to said streets, roads or highways, or any part thereof so closed or discontinued, etc., shall automatically cease and the Grantee shall not be entitled to damages from the County due to vacation, closing or discontinuance of such street, road or highway, or for any injury to any part of the system in the street or for the removal or relocation of lines and cables.

(5) The Grantee shall, on the request of any person holding a building moving permit, temporarily raise or lower its wires to permit moving of said building. The expense of such temporary

removal, raising or lowering of wires shall be paid by the person requesting these services and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than five (5) business days advance notice of any move contemplated to arrange for temporary wire changes.

(6) Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and other public places of the County so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee. All trimming is to be done under the explicit prior written notification and approval of the County Building Official and be at the expense of the Grantee.

(6A) Grantee shall annually file copies with the County of all reports submitted to any governmental agency or body.

(7) Nothing contained in this section shall relieve any private person, company or corporation from liability arising out of failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing any work connected with grading, regrading, or changing the line of any street or public place or with the construction or reconstruction of any sewer, water, electric or telephone system.

SECTION 9. Required Service.

a. The Grantee shall install and make operational, in accordance with provisions of this ordinance, cable, amplifiers, and related equipment throughout the Franchise Area as rapidly as practicable, but, in any event, shall:

(1) Begin construction of its proposed system within six (6) months after the signing of this franchise ordinance.

(2) Begin rendering service to subscribers within nine (9) months after signing of this franchise agreement.

(3) Complete construction and make operational twenty percent (20%) of its proposed system within eighteen (18) months after the signing of this franchise ordinance and complete an additional twenty percent (20%) each year thereafter so that after five (5) years the entire system shall be substantially constructed and the

Grantee capable of providing service no more than sixty (60) days after receiving an application for service to every dwelling unit within the Service Area except to the extent that density of homes, adverse terrain, or other factors render making service available impractical. For the purposes of determining compliance with this provision and to provide a reasonable policy requiring extension of energized trunk lines of the cable system so as to achieve compliance with the obligations imposed by this section, the Grantee shall extend such lines to all sections of the Franchise Area having a minimum of fifty (50) dwelling units per linear street mile. In any area where the average density is less than fifty (50) dwelling units per street mile and the residents desire regular subscriber service, the system shall bear its pro rata share of the current construction costs. The remaining construction cost will be borne on a pro rata basis by each subscriber committing to service within the extension area. In the case of new subdivisions, developers may elect to bear the remaining costs, and service will be made available to residents at normal rates. Mileage will be measured from the end of the nearest trunk cable.

b. Failure on the part of a Grantee to commence and diligently pursue each of the foregoing requirements and to complete each of the matters set forth herein, shall be grounds for revocation of its franchise, or should the Board choose not to revoke the franchise, the term of the franchise may be reduced by one (1) year for each three (3) month delay in complying with a specific deadline required in this section; provided, however, that the Board may, in its discretion, extend the time for the commencement and completion of construction and installation for additional periods in the event the Grantee, acting in good faith, experiences delays by reason of circumstances beyond its control.

SECTION 10. Office. The Grantee shall maintain an office within the county open to the public during all reasonable business hours for so long as it continues to operate the system. All complaints

against the company relating to its performance under the agreement, including, but not limited to those concerning quality of service, equipment malfunction and billing disputes, shall be received at the company's office by duly authorized employees. The company shall endeavor to respond and satisfy any complaints within 36 hours. The County Administrator, or another official duly designated by the Board of County Commissioners, shall receive any complaints which have not been satisfied by the company and shall establish procedures for the speedy resolution of such complaints.

SECTION 11. FCC AMENDMENTS. Any modifications of the franchise standards of the Federal Communications Commission, resulting from amendments by the Commission, shall be incorporated into this ordinance within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever occurs first.

SECTION 12. County Rules. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and to perform its obligations under this Ordinance and to assure an uninterrupted service to each and all its customers; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof and shall be filed with the County.

SECTION 13. County Rules, Control of Rates and Payments. The right is hereby reserved to the County to adopt, in addition to the provisions herein contained in existing applicable ordinances, such additional regulations as the County may find necessary in the exercise of the police power, provided such regulations by ordinance or otherwise shall be reasonable.

SECTION 14. Preferential or Discriminatory Practices Prohibited. The Grantee shall not, as to rates, charges, service facilities, rules, regulations, or in any other respect, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, except as provided in Section 7.

SECTION 15. Payments to County. The Grantee shall pay to the County a fee of three percent (3%) of the gross subscriber revenues received by it for the operation of the system within the franchise area, including revenues for installation fee, disconnect and re-connect fee, and basic monthly services for the relay of broadcast signals, including any revenues derived from additional or separate fees such as per program or per channel charges, lease channel charges, advertising revenues, or any other income derived from the system. Such payments shall be made by paying an initial payment of \$2,000.00 on the date of the enactment and acceptance of this ordinance. This initial payment shall be non-refundable if the Grantee defaults on the Franchise and shall be applied as payment to the percentage fees for the first 15 years, if and when such percentage fees become due. The percentage payments shall be made semi-annually and shall be due within ninety (90) days after the close of the preceding six (6) months. This franchise fee shall not modify or diminish any fees, taxes, assessments or charges that are or would be due from Grantee under any other law, ordinance, rule or regulation.

SECTION 16. Rate and Charges.

a. All rates hereunder shall at all times be such as to provide the Grantee with a fair return on the cost of its cable TV operation within the franchise area. Initial rates and initial charges to cable TV within the area shall be in compliance with and according to Exhibit "B" which is attached hereto and made a part herof.

b. Reconnection Charges. In the event cable TV bills are not paid within thirty (30) days, the Grantee shall have the right to discontinue cable TV service to the customer without further notice and such service shall not be restored until after all past bills have been paid and reimbursed to the Grantee including extra expenses (such as special trips, inspections, disconnecting and reconnecting service, additional clerical expense, etc.) incurred by the Grantee on account of any delinquent bills or on account of consumer's violation of the contract for cable TV.

c. Connection Charges and Deposits. Applications for connection to the Cable TV system shall be made upon forms furnished by the Grantee in compliance with rates, rules and regulations of the Grantee and after approval of the application by the Grantee, service will be rendered. Such applications shall be accompanied by the payment of service installation charges, and by payment of a reasonable deposit to guarantee payment of monthly cable TV bills.

d. Notwithstanding anything contained in Sections 16 or 17 or elsewhere in this ordinance, the rates, fees, deposits, and charges of the Grantee within the service area encompassed by this ordinance shall not exceed the rates, fees, deposits, and charges of the Grantee permitted under its franchises or agreements, if any, with the incorporated towns, cities, or municipalities located within or contiguous to the area encompassed by this ordinance.

SECTION 17. Rate of Return and Change in Rate and Charges.

a. Rate of Return. The Grantee 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 Grantee a net return prior to Federal income taxes, (after deducting normal expenses, including, but not limited to, operation, maintenance, State, County and Municipal taxes, depreciation and normal interest expenses, all of which are attributable to the Franchise Area only) of not less than 8%, nor more than 12% of the Grantee's revenues for the franchise area. Depreciation shall be allowable on a straight line rate in compliance with the mid-range of lives allowed by IRS. In the event the Grantee 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 Grantee to receive a rate of return as set forth above at any later time.

b. Change by Grantee 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 Grantee or County may establish, amend, revise and

enforce from time to time or times in the future, but not more frequent than once a 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 Grantee shall be subject to the provisions of this Section. The Grantee 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 to charges. The Grantee 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 Grantee seeks the increase as set forth in said notice; said financial information shall include, but not be limited to, the following items: (i) balance sheet, (ii) income statement, (iii) cash flow statement, (iv) statement of sources and applications of funds, (v) detailed supporting schedules of expenses, income, assets and other items, (vi) statement of current and projected subscribers and penetration, and shall reflect the operations of the franchise area only. Within one hundred and twenty (120) days after notice as aforesaid, 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 Grantee. If the County shall decline to act or render a decision within the 120 days, then the Grantee may forthwith put into effect such amendments or changes of schedules. It is understood and agreed that if the Grantee should raise charges as hereinabove stated, the Grantee 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 Grantee 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 theretofore collected, if no action is taken by the County, shall become the funds of the Grantee, and there shall be no further obligations on the part of the Grantee 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 Grantee 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 Grantee must 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 Grantee, whichever the case may be, or the Grantee may exercise the right to appeal on 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 Grantee exercise the right to appeal the final decision of the County, and if the Grantee 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 increased portion of the 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 Grantee is handed down. All moneys held by Grantee that is refunded to customers shall bear interest at the then existing local Savings and Loan passbook rates and said interest shall be paid to the customers.

c. Change by County in Rates and Deposits. If at any time the rates or charges for Cable TV 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 Section 17 a. on the income derived by Grantee within the franchise area, 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 Grantee in writing of its intention and the reasons therefor, and will set a date for a public hearing to review the rate structure of the Grantee. The said public hearing set forth in the letter from the County to the Grantee shall be held on or after 120 days from the date of the receipt of the notice by the Grantee, 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 Grantee exercise the right of appeal of the final decision of the County, and if the County has ordered the Grantee to reduce the existing rates, the difference in the monies collected by the Grantee based on the existing rates and those monies that would have been collected by the Grantee 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 Grantee is handed down.

d. Prior to any change in its rates, fees, deposits or charges applied or utilized by Grantee within the area encompassed by this ordinance, the Grantee shall obtain a date, time, and place from the County at which the County will hold a public hearing to consider the changes and the Grantee shall, at least 15 days, but not more than 45 days, in advance of its hearing, notify in writing each of its customers within the franchise area of the date, time, and place of the hearing and the proposed new rates, fees, charges, and deposits.

SECTION 18. Records and Reports. The County shall have access at all reasonable hours to the Grantee's accounting, financial statistical, customer and service records relating to the gross revenues received by the Grantee from the operation of the system within the Service Area during the preceding six months' period and such other information as the County may require in support of same.

SECTION 19. Transfer Prohibited. The Grantee shall not sell or transfer its plant or system or any portion thereof, nor any right, title, or interest in the same, nor shall the Grantee transfer any rights under this Franchise to any other person without prior approval of the County, which approval shall not be unreasonably withheld. A change in the persons or entities constituting the limited partners of the Grantee or a change in the managing general partner of the Grantee or of the controlling stockholders of the managing general partner of the Grantee shall constitute and be deemed to be a transfer.

SECTION 20. Duration of Franchise Ordinance. This franchise ordinance shall remain in full force and effect until July 1, 1999 unless sooner terminated for cause or pursuant to the terms contained herein.

SECTION 21. Penalties. Should the Grantee, its successors or assigns, violate any of the provisions of this Ordinance or any other ordinances or any reasonable rules and regulations or other laws, or Grantee shall fail to properly perform any of the provisions hereof, the Grantee shall forfeit all its rights hereunder to the County after written notice to the Grantee and the continuation of such violation, failure or default for a period of more than thirty (30) days. In the event of the bankruptcy or receivership of the Grantee, all rights herein given to the Grantee shall at the option of the County, be forfeited and terminated.

SECTION 22. Liability and Indemnification. Except for any liability which may accrue to the County with regard to its own programming on a governmental access channel, the Grantee shall indemnify and hold the County and the Board of County Commissioners of St. Johns County and its members and employees harmless for all liability, damage, cost or expense (including reasonable attorney's fees), arising from the exercise of the privileges granted under this ordinance and/or from claims or injury to persons or damage to property occasioned by reason of any conduct undertaken under the

term of this ordinance or the granting of a franchise hereunder and Grantee shall assume any liability of the County whatsoever for injury to persons or damage to property. The Grantee agrees to maintain and keep in full force and effect at all times during the term of its franchise, sufficient liability insurance coverage to protect the County against any such claims, suits, judgments, execution or demand in a sum not less than Three Hundred Thousand Dollars (\$300,000) per person in any one claim, Five Hundred Thousand Dollars (\$500,000) as to any one accident or occurrence and not less than Three Hundred Thousand Dollars (\$300,000) for property damage as to any one accident or occurrence or in such larger sums as may be required by subsequent resolution of the Board. The Grantee shall also maintain in full force and effect throughout the term of its franchise sufficient workmen's compensation insurance coverage to adequately and fully protect its agents and employees as required by law.

SECTION 23. Performance Bond. The Grantee shall maintain and by acceptance of any franchise hereunder, agree that it will maintain through the term of the franchise or any renewal or extension thereof, performance bond running to the County with one (1) good and sufficient surety approved by the Board in the penal sum of One Hundred Thousand Dollars (\$100,000) conditioned upon the faithful performance of the Grantee and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the franchise, there shall be recoverable, jointly and severally, from the principal and surety of the bond, any damage or loss suffered by the County as a result including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Grantee plus a reasonable allowance for attorney's fees and costs up to the full amount of the bond. The bond shall contain the following endorsement:

It is hereby understood and agreed that this bond may not be cancelled nor the intention not to renew be stated until thirty (30) days after receipt by the Board of County Commissioners of St. Johns County by registered mail of two (2) copies of a written notice of such intent to cancel or not renew.

Two (2) copies of all bonds shall be filed and maintained with the Board of County Commissioners during the term of any franchise granted hereunder or any renewal thereof.

SECTION 24. Non-Exclusive Franchise. The County shall reserve the power to grant additional franchises within the County and within this franchise area to other persons for the conduct of cable television under any other conditions whatsoever acceptable to the County.

SECTION 25. Unlawful to Operate a Cable TV System without Franchise. It shall be unlawful to commence or engage in the construction, operation, or maintenance of a cable television system within any of the unincorporated areas of St. Johns County, Florida without a franchise from St. Johns County.

SECTION 26. Grantee shall, at Grantee's expense, promptly repair any damage or injury to the road or highway by reason of the exercise of the privileges granted by this ordinance and such repair shall restore the road or highway to a condition at least equal to that which existed immediately prior to infliction of such damage or injury.

SECTION 27. This ordinance shall take effect immediately upon receipt of official acknowledgment of the Office of the Secretary of State to the Clerk of the Board of County Commissioners that same has been filed.

SECTION 28. Grantee shall fully comply with all the terms, conditions and representations contained in its bid proposal to the County submitted at the County Board of County Commission meeting held March 27, 1984 and with Appendixes A, B, and C attached to this ordinance wherein such terms, conditions or representations exceed the specific requirements of this Ordinance.

SECTION 29. In the event of widening, repair, or reconstruction of any County road, or other governmentally owned or controlled property, the Grantee shall move or remove their improvements and television lines at no cost to the County.

SECTION 30. The Grantee shall prevent the creation of any obstructions or conditions which are or may become dangerous to the traveling public.

SECTION 31. The Grantee shall repair any damage or injury to any County road or other governmentally owned or controlled property caused by reasons of the exercise of the privileges granted herein. It shall repair such property promptly, restoring it to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

SECTION 32. The Grantee shall hold the County, the Board of Commissioners and members thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted herein.

SECTION 33. Complaint Service.

(a) Grantee shall maintain a local business office or representative which subscribers may telephone during regular business hours and talk to "live" employees without unreasonable delay without resorting to answering services, recorded messages, added message or toll charges so that CATV maintenance service shall be promptly available. In addition, provisions shall be made by Grantee for receiving and responding to service calls at all other times. As used herein the words "regular business hours" shall mean from 8:00 A.M. to 6:00 P.M. on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays and from 9:00 A.M. to 1:00 P.M. on Saturdays and/or such other reasonable hours as may be set by the County by future resolutions of its Board of County Commissioners.

(b) At least one service technician shall be based in the County and service calls will be responded to within 24 hours.

(c) The Grantee shall inform all subscribers of its complaint procedure, including telephone numbers for registering such complaints and a request to make all complaints to the Grantee first. If a complaint is made to the County and referred from the County to the Grantee, the Grantee will respond in writing upon request of the County concerning the disposition of the complaint.

SECTION 34. The cable TV franchise originally awarded to Gateway Cable TV under St. Johns County ordinance #70-4, as amended and held by Jones Intercable is hereby terminated and declared to be no longer in force.

SECTION 35. Anything in this ordinance to the contrary notwithstanding, this ordinance does NOT grant any franchise rights to Grantee for areas located within the limits of any incorporated municipality or City or within the boundaries of any State or National Park.

SECTION 36. Grantee will remove and not transmit those channels and programs that the Board of County Commissioners of St. Johns County may request in writing to be removed or not transmitted.

SECTION 37. Grantee will provide override provisions on all channels to enable emergency messages to be transmitted and received by viewers.

SECTION 38. Grantee shall provide the following items each year to the property appraiser of St. Johns County:

- a) All financial records of Grantee relating to non-homestead property, including income generated from such property, which records are reasonably required by the property appraiser to make a determination of the proper assessment as to the property of Grantee located within St. Johns County as of January 1 of that year.
- b) A return or itemization of all tangible personal property located within St. Johns County on January 1 of that year which shall include but not be limited to:
 1. A general identification and description of the property or, when more than one item constitutes a class of similar items, a description of the class.
 2. The location of such property.
 3. The original cost of such property and, in the case of a class of similar items, the average cost.
 4. The age of such property and, in the case of a class of similar items, the average age.
 5. The condition, including functional and economic depreciation or obsolescence.
 6. The taxpayer's estimate of fair market value.

These items shall be provided each year by March 30, or such other reasonable time as may be set by the property appraiser.

SECTION 39. Grantee shall complete all improvements and shall provide all services required by this ordinance and represented by Grantee in its application for franchise submitted to the County's Board of County Commissioners on March 27, 1984, as well as all improvements and services represented by Grantee at the noticed public hearing at which this ordinance was considered and passed, by or prior to SEPTEMBER 8, 1985.

SECTION 40. *In the event that this ordinance contains*
PASSED by the Board of County Commissioners of St. Johns County, State of Florida, this 8 day of MAY, 1984.

conflicts with the performance standards required by Ordinance, the Grantee shall meet those standards that provide the highest level of performance.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Chester Benet*
Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY: *Marie Hudson*
Deputy Clerk

A C C E P T A N C E

This franchise is accepted this _____ day of _____, 1984, by Cable TV Fund VII ABC, Jones Intercable, Inc., Managing General Partner, a Colorado Limited Partnership.

BY: _____
Its President

Adopted regular meeting 05/08/84

Effective 05/14/84

SECTION 39. Grantee shall complete all improvements and shall provide all services required by this ordinance and represented by Grantee in its application for franchise submitted to the County's Board of County Commissioners on March 27, 1984, as well as all improvements and services represented by Grantee at the noticed public hearing at which this ordinance was considered and passed, by or prior to SEPTEMBER 8, 1985.

SECTION 40. *In the event that this ordinance contains* PASSED by the Board of County Commissioners of St. Johns County, State of Florida, this 8 day of MAY, 1984.

conflicts in the performance standards required by Grantee, the Grantee shall meet the standards that provide the highest level of performance.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Chester Benet*
Its Chairman

ATTEST:

BY: _____
Its Clerk

A C C E P T A N C E

This franchise is accepted this 7th day of May, 1984, by Cable TV Fund VII ABC, Jones Intercable, Inc., Managing General Partner, a Colorado Limited Partnership.

BY: *Robert A. Lewis*
Its President

EXHIBIT A
FRANCHISE BOUNDARY

Beginning at the intersection of the shores of Atlantic Ocean with the Southern City Limits line of South Ponte Vedra Beach and run Westerly along said Southern City Limits to Shannon Road; then continue Westerly along Shannon Road to U.S. #1; then Southerly along U.S.#1 to Nine-Mile Road; thence Westerly along Nine-Mile Road to I-95; thence Southerly along I-95 to St. Johns County's Southerly line; thence Easterly along said county line to the shores of the Atlantic Ocean; thence Northerly along said shores of Atlantic Ocean to the Point of Beginning.

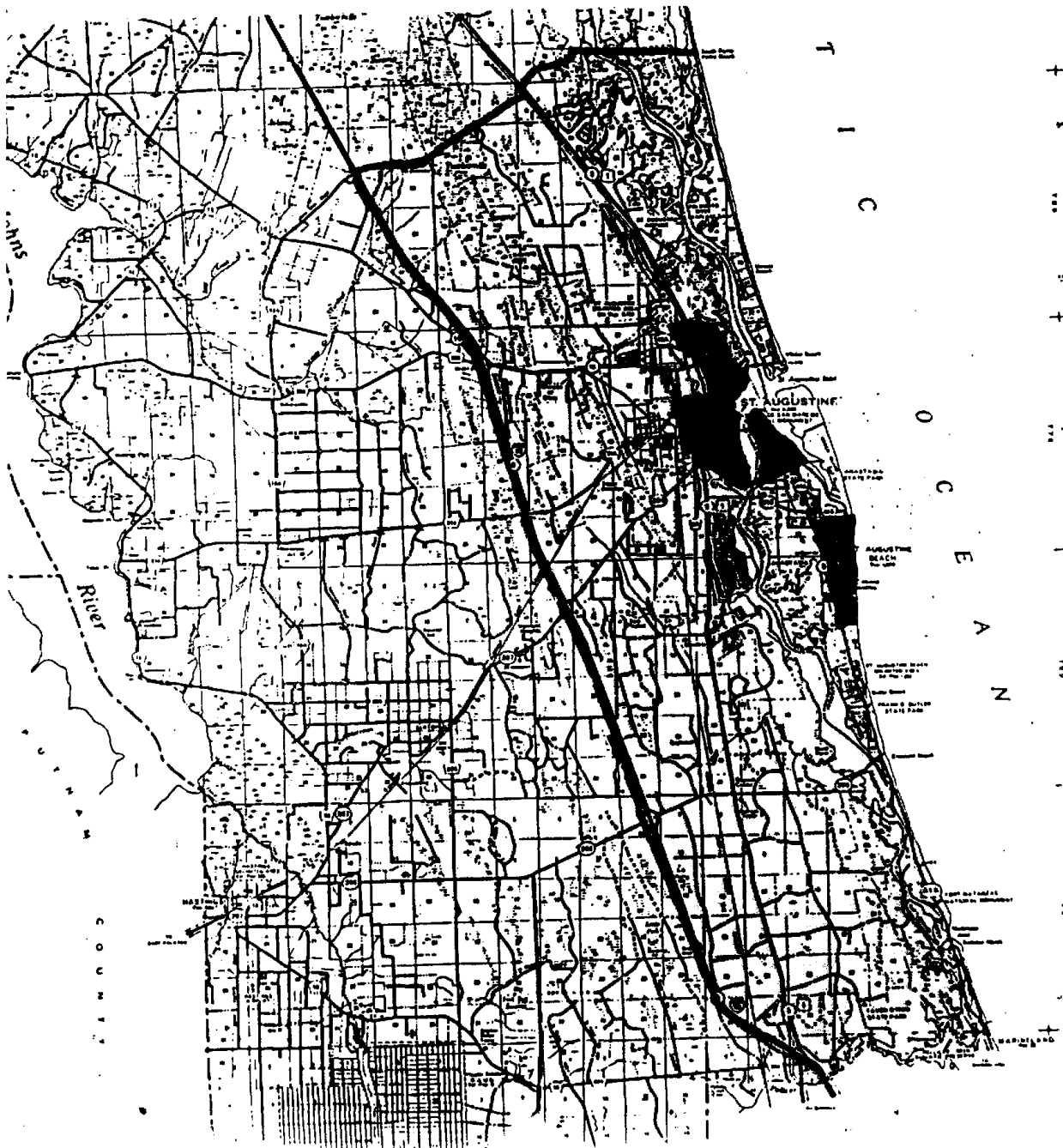


EXHIBIT B

SCHEDULE OF RATES

PRIMARY INSTALLATION	\$ 19.18
ADDITIONAL OUTLET INSTALLATION	\$ 5.00
TRANSFER SERVICE	\$ 15.00
RECONNECT SERVICE	
NEW CUSTOMER	\$ 19.18
NON-PAY	\$ 15.00
SEASONAL	\$ 7.50
CONVERTER DEPOSIT (refundable)	\$ 20.00
PROCESSING FEE:	
CONVERTER CHANGEOUT	\$ 5.00
PAY SERVICE CHANGEOUT	\$ 10.00
BASIC SERVICE	\$ 8.87
ADDITIONAL OUTLET SERVICE	\$ 1.75
HOME BOX OFFICE	\$ 9.50
CINEMAX	\$ 9.50
HBO/CINEMAX	\$ 17.00
PREWIRE CHANGES	
PRIMARY OUTLET	\$ 15.75
ADDITIONAL OUTLET	\$ 5.25

APPENDIX A

TECHNICAL STANDARDS

The cable communications system will be designed, installed, maintained, and tested to conform with the technical performance specifications contained herein. In addition, should the Federal Communications Commission (FCC) or other State or Federal authority either outside the scope of the technical performance standards contained herein, or requiring a higher level of cable system performance, those standards will be complied with. If for any reason the referenced FCC or other technical standards are reduced in their relative scope or service level, the more stringent standards will be the one applied to the system.

The combined trunk and distribution system will deliver signals to every subscriber's receiver, unless otherwise stated, that will meet or exceed the following specifications at the mean system temperature +50 F. This will include the effects of drop cables, interior splits, and any terminal equipment such as descramblers and subscriber terminals. All distortion parameters will apply to a temperature range of -20 F to +120 F.

1. The Cable system shall be rated for continuous twenty-four (24) hour per day operation.
2. Subscriber signal Levels (the minimum signal level at the directional tap spigot) +10dbMv at Chan. W
+7dbMv at Chan. 2
3. Carrier to Noise, 4 MHz bandwidth (all channels measured at the subscriber tap spigot) 47 db Min.
4. Frequency Response over 6 MHz bandwidth +2db
5. Total Harmonic Distortion -52db min.
6. Hum Modulation 2% max.
7. Chrominance/Luminance Delay (measured at 26 and 55.25 MHz) 120 nanoseconds max.
8. Sufficient isolation between subscribers shall be provided to prevent interference between terminal equipment and other portions of the system (5 -400 MHz) 28 db
9. Coaxial Cable Structural Return Loss (The minimum return loss across the entire operating spectrum, 5 - 400 MHz) (excluding drop cable) 28 db
10. Nominal Characteristic Impedance (for all cable 5 - 400 MHz) 75 ohms
11. Maximum Amplifier Cascade 20
12. Electro magnetic susceptibility shielding efficiency in the 5 - 30 MHz region will be greater than 85 db.
13. Radiation from the cable system shall not exceed amplitudes as specified by the FCC Subpart K, Part 76.

APPENDIX A (continued)

14. The FM signal level across a 75 ohm terminating impedance as viewed for subscriber's terminals shall be not less than 100 microvolts (-20 dbmV) or greater than the highest permitted channel 6 visual signal level.
15. The system shall be line powered from occasional power stations distributed throughout the system. All powering arrangements shall conform to City, State, and National electric safety codes.
16. The reverse system when activated, will employ reverse amplification at every forward amplifier location for unity gain.

APPENDIX B

CHANNEL LINEUP

<u>CALL SIGN</u>	<u>CABLE CHANNEL</u>	<u>NETWORK</u>	<u>CITY/STATE</u>	<u>SOURCE</u>
WESH-2	2	NBC	DAYTONA, FL	OFF-AIR
	3		FM/WEATHER	LOCAL
WJXT-4	4	CBS	JACKSONVILLE, FL	OFF-AIR
WGN-9	5	IND	CHICAGO, IL	SATELLITE
WJKS-17	6	NBC	JACKSONVILLE, FL	OFF-AIR
WJCT-7	7	PBS	JACKSONVILLE, FL	OFF-AIR
	8	CBN	VIRGINIA BEACH, VA	SATELLITE
	9	ESPN	BRISTOL, CN	SATELLITE
WNET-47	10	IND	JACKSONVILLE, FL	OFF-AIR
WTBS-17	11	IND	ATLANTA, GA	SATELLITE
WTLV-12	12	ABC	JACKSONVILLE, FL	OFF-AIR
WAWS-13	13	IND	JACKSONVILLE, FL	OFF-AIR
	14		FUTURE USE	
	15		FUTURE USE	
	16		FUTURE USE	
	17	MTV	NEW YORK, N.Y.	SATELLITE
	18	LO	EDUCATIONAL	LOCAL
	19	DISNEY	BURBANK, CA	SATELLITE
	20	TWC	ATLANTA, GA	SATELLITE
	21	TNN	NASHVILLE, TN	SATELLITE
	22	HBO	NEW YORK, N.Y.	SATELLITE
	23	CINEMAX	NEW YORK, N.Y.	SATELLITE
	24	USA	NEW YORK, N.Y.	SATELLITE
	25	CNN	ATLANTA, GA	SATELLITE
	26	CNN II	ATLANTA, GA	SATELLITE
	27	NICK/ARTS	NEW YORK, N.Y.	SATELLITE
	28	LIFETIME	ATLANTA, GA	SATELLITE
	29	DOW	PRINCETON, N.J.	SATELLITE
	30	TLC/BET	WASHINGTON, D.C.	SATELLITE
	31	C-SPAN	WASHINGTON, D.C.	SATELLITE
	32	ACCESS	GOVERNMENT	LOCAL
	33		FUTURE USE	
	34		FUTURE USE	
	35		FUTURE USE	

APPENDIX C

LOCAL PRODUCTION EQUIPMENT

<u>QUANTITY</u>	<u>ITEM</u>
1	PANASONIC WV-555 ENG COLOR CAMERA
1 set	STUDIO CONVERSION KIT
1	PANASONIC WJ4600B. SPECIAL EFFECTS GENERATOR
1	PANASONIC WV-5203 B 5" Black & White MONITOR
1	PANASONIC WR-550 AUDIO MIXER
2	PANASONIC EM-1325 HAND MICROPHONE
2	PANASONIC WM-1610 LAVALIER MICROPHONES
2	PANASONIC NV-8500 ½" EDITING VCR
1	PANASONIC NVA 500 EDITING CONTROLLER
2	PANASONIC CT-100MA 10" COLOR MONITOR
1	PANASONIC CT-1930V 19"PROGRAM MONITOR
1	PANASONIC NV-8420 ½"PORTABLE VCR WITH AC ADAPTOR
1	SMITH VICTOR K-74 QUARTZ LIGHT KIT
1	ITE F5, D-5 TRIPOD WITH DOLLY
1	ITE H-14 FLUID TRIPOD HEAD
1	ITE EXTRA HANDLE
1	ANVIL CASE FOR EQUIPMENT
	TOTAL COST \$20,890.00

84-31

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 _____
Virginia L. Goodrich 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 _____
Notice of County Commission Meeting
_____ in the matter of _____
Public Hearing to Consider Passage of Ordinance
_____ in the _____ Court,
was published in said newspaper in the issues of _____
April 16, 1984

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 17th day of April Virginia L. Goodrich
A.D. 19 84
Walter M. Walker
(SEAL) Notary Public

Notary Public, State of Florida
My Commission Expires May 13, 1985
Bonded Thru Troy Fair 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 MAY 4, 1984 AT 8:00 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: **NON-EXCLUSIVE FRANCHISE TO PUBLIC UTILITIES INC. JAMES B. BENDISER, JR. MANAGING GENERAL PARTNER TO OPERATE A CABLE TELEVISION SYSTEM IN CERTAIN PORTIONS OF THE AREA OF ST. JOHNS COUNTY, FLORIDA, WHOSE BOUNDARIES ARE AS FOLLOWS: FROM THE SOUTHERN CITY LIMITS OF SOUTH PONTE VIEIRA BEACH WEST TO SHANNON RD. ON SHANNON RD. TO US-1, SOUTH ON US-1 TO NINE MILE ROAD, WEST ON NINE MILE RD. TO MC ROUTH RD. IN THE ST. JOHNS COUNTY LINE BETWEEN THE NORTH-COUNTY LINE OF FRANCHISE, PROVIDING FOR FRANCHISE FEE; PROVIDING FOR COUNTY REGULATION OF THE CABLE TELEVISION SYSTEM OPERATIONS, PAYMENTS, CONTRACTS, AND DISTANCE, CONTAINING CERTAIN OTHER PROVISIONS PERTAINING TO THE CABLE TV SYSTEM WITHOUT A FRANCHISE, PRESCRIBING PENALTIES FOR VIOLATION OF THE FRANCHISE PROVISIONS; AND THE EFFECTIVE DATE.**
The proposed Ordinance on file in the office of the Clerk of the Board of County Commissioners, St. Johns County, Florida, at St. Augustine, Florida, and may be examined by the public during regular office hours.
All persons desiring to be heard at the public hearing should appear at the public hearing.
Any objections or amendments made by the public should be made in writing with respect to any proposed Ordinance at the public hearing, and will be a part of the proceedings, and for such purposes shall be made a permanent record of the proceedings to make, which record includes the testimony and evidence upon which the appeal is to be based.
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
Carl "Bud" Marks, Jr. Clerk
By: Marie Hudson Deputy Clerk
1971-April 16, 1984



FLORIDA DEPARTMENT OF STATE
George Firestone
Secretary of State

May 11, 1984

Honorable Carl "Bud" Markel, Clerk
Board of County Commissioners
Post Office Drawer 300
St. Augustine, Florida 32084

Attention: Marie Hudson

Dear Mr. Markel:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge:

1. Receipt of your letter/s of May 10
and certified copy/ies of St. Johns
County Ordinance/s No./s 84-31, 84-32, and 84-33
2. Receipt of _____ County Ordinance/s
relative to:
 - (a) _____
which we have numbered _____
 - (b) _____
which we have numbered _____
3. We have filed these Ordinance/s in this office
this/these
on May 11, 1984.
4. The original/duplicate copy/ies showing the filing date
being returned for your records.
is/are

Cordially,

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

NK/

Enclosure

FLORIDA-State of the Arts

RECEIVED
CLERK OF COUNTY COMMISSIONERS
MAY 14 AM 11:33