

TOWN OF CINCO BAYOU  
SPECIAL COUNCIL MEETING  
SEPTEMBER 5, 1989

Mayor Laginess called the Special Council Meeting to order at 6:00 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Present: Mayor Laginess  
Councilwoman Buchanan  
Councilman Davis  
Councilwoman Dumka  
Councilman Gage  
Councilman Skelly

Also Present: Manager Borchik                      Attorney McInnis  
Secretary Dole    Harry F. Sheraw

PUBLIC HEARING - Ad Valorem Tax Millage Rate and General Operating Budget for the Fiscal Year Ending September 30, 1990. There were no comments or discussion.

1. Ad Valorem Tax Millage Rate - Tentative adoption of the proposed Ad Valorem Tax Millage Rate (1.426 Mills). Councilwoman Dumka made a motion to adopt the tentative Ad Valorem Tax Millage Rate of 1.426 mills, seconded by Councilman Davis. The motion was unanimously approved.

2. General Operating Budget for the FYE September 30, 1990- Tentative adoption of the proposed General Operating Budget for the fiscal year ending September 30, 1990 (\$ 133,548.00). Councilwoman Buchanan made a motion to adopt the tentative Operating Budget of \$ 133,548.00 for the FYE September 30, 1990, seconded by Councilman Gage. The motion was unanimously approved.

COUNCIL AS COMMITTEE MEETING

REGULAR BUSINESS

1. Minutes - Councilman Skelly made a motion to approve the minutes of August 8, 1989 and place them on the consent agenda, seconded by Councilwoman Dumka. The motion was approved unanimously.

2. Economic Development Council Funding Request - Councilman Skelly made a motion to continue the apportionment of \$250.00 to the Economic Development Council, seconded by Councilman Gage. The motion was approved by a 4-1 vote with Councilwoman Dumka voting nay.

3. Warner Cable Franchise - After considerable discussion, a motion was made by Councilman Skelly to table consideration until the next meeting, seconded by Councilman Gage. The motion was unanimously approved.

At this point, the Mayor announced that he had a few additional items for the council's consideration.

4. Sod - An estimate from Randall Waldrop was received for sod at wholesale prices. After a decision was made to use St. Augustine instead of Centipede, the Town Manager was asked to determine how much will be needed. Consideration was then tabled until the next meeting.

5. Chairs - This item was tabled until the next meeting so that other types of chairs and colors could be looked at.

#### COUNCILMEMBERS REPORTS/COMMENTS

1. Councilman Skelly reported that he will have the press releases ready for the dedication next week. He also reported that he has an appointment with the Postmaster regarding a zip code for the town.

2. Councilwoman Dumka advised the Council that she is planning to purchase some trees for the grounds and wanted suggestions as to type.

3. Councilman Gage expressed concern regarding the status of the deck railing, the painting of the columns and blinds for the windows. He also reminded the Council that the Okaloosa LOC dinner will be held at The Sound Restaurant on Thursday, September 21, 1989 at 6:30 PM.

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME - NONE

#### COMMITTEE REPORTS

1. Administrative Committee - No Report
2. Finance and Budget Committee - No Report
3. Comprehensive Plan Committee - No Report

#### CORRESPONDENCE

1. Ltr, Okaloosa County, Recycling - Environmental Waste will disseminate information to the public concerning recycling, which begins in town on October 3, 1989.

#### TOWN MANAGER'S REPORT

1. A Special Town Council Meeting will be on Friday, September 22, 1989 at 5:00 PM for the purpose of adopting the Ad Valorem Tax Millage Rate and the General Operating Budget for th4 FYE 1989.

2. The office typewriter needs to be replaced or repaired. Estimate to repair it is well over \$400.00 and a new one is \$576.00. A motion was made by Councilman Skelly to purchase a new typewriter, seconded by Councilman Gage. The motion was unanimously approved.

3. The invitations are being printed for the dedication. The councilmembers were asked to submit a guest list.

MAYORS ANNOUNCEMENTS - The Mayor announced the birth of his daughter, Maureen, on Labor Day.

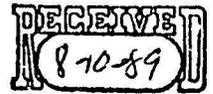
There being on further business, the meeting was adjourned at 7:10 PM.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Town Manager/Clerk

NOTE: A mechanical recording has been made of the foregoing proceedings of which these minutes are a part and is on file in the Office of the Town Manager/Clerk.



**Economic Development**  
OKALOOSA COUNTY FLORIDA INC. **Council**

81 Beal Parkway S.E., Suite 8 • Fort Walton Beach FL 32548 • (904) 243-5812 • FAX (904) 664-5547

August 4, 1989

Hon. Charles R. Laginess  
Town of Cinco Bayou  
35 Kelley Avenue  
Fort Walton Beach FL 32548

Re: FY 89-90 Budget Request

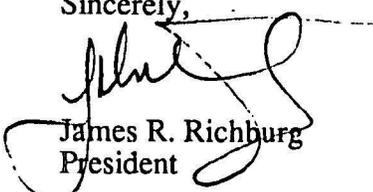
Dear Mayor Laginess:

Greetings! On June 1st, the Committee of 100 changed its name to the Economic Development Council of Okaloosa County in order to better focus its purpose as the central, umbrella organization responsible for economic development throughout the county. The core of the Economic Development Council will continue to be those private business leaders and elected officials who support the Council both financially and via lending their expertise, and who are dedicated to creating a sound, positive business climate in the county.

Economic development and employment opportunities are crucial to the progressive growth of Okaloosa County. Successes in attracting business and jobs begin with unified programs that have the support of the community and local government. To enable an ambitious agenda of projects aimed at generating new jobs and a broader tax base, the EDC requests financial participation from the City in the amount of \$250 for FY 1989-90.

Please take a moment to review the enclosed Activity Report of business attraction accomplishments for the first nine months of this year. We look forward to briefing you concerning these activities and plans for the year which will greatly assist Cinco Bayou in realizing its economic development objectives.

Sincerely,



James R. Richburg  
President

# *Economic Development*

## OKALOOSA COUNTY FLORIDA INC. **Council**

81 Beal Parkway S.E., Suite 8 • Fort Walton Beach FL 32548 • (904) 243-5812 • FAX (904) 664-5547

### *ACTIVITY REPORT October 1988 thru June 1989*

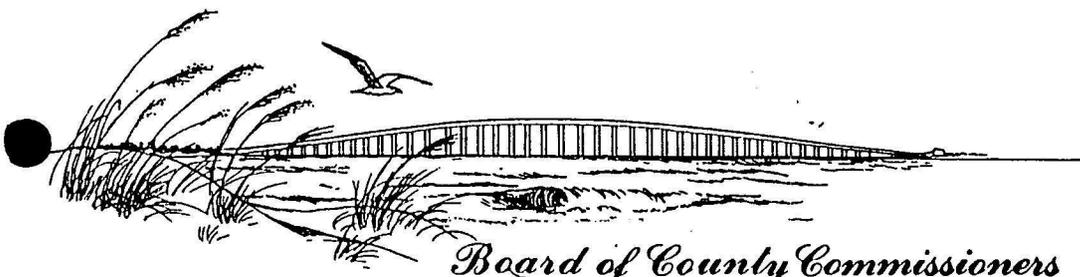
- In June, the Committee of 100 changed its name to the Economic Development Council of Okaloosa County, Florida, Inc., in order to better focus its purpose as the umbrella organization responsible for countywide economic development activities.
- Hosted four (4) site tours and seven (7) mini-visits for company officials seeking to expand or relocate facilities to Okaloosa County.
- Responded to 1,080 requests for assistance and information.
- Followed up on 135 "leads" generated by advertising, direct mail, referrals and other contacts.
- Current active clients and prospects include the following companies:
  - Commercial jet aircraft manufacturer
  - Floor-assembled electronics test gear manufacturer
  - Government aviation/avionics manufacturer
  - Printers of publications/periodicals
  - Utility company electrical safety products
  - Video retail
  - Sail loft
  - Ladies/girls sleepwear
  - Custom low-voltage power supplies
  - Optical detection equipment manufacturer
  - Training devices and simulators for government
  - Annealing furnace manufacturer
  - Electronics components manufacturer
  - Printing inked ribbons

<i>Total Jobs at startup:</i>	<i>1887</i>
<i>Total Jobs 2-5 years:</i>	<i>3077</i>
<i>Manufacturing space required:</i>	<i>1,045,500 sq. ft.</i>
<i>Total capital investment represented:</i>	<i>\$58,548,000</i>

- Leveraged \$29,000 additional funds in support of economic development activities to supplement local government and private dollars from the Private Industry Council, Florida Department of Commerce, and the Northwest Florida Development Group.

- Published 10,000 "Okaloosa County Data" and "New Residents Guide" pamphlets and 1,500 "Okaloosa County Industries" directories.
- Conducted business needs survey of local manufacturers and support industries to determine strengths and weaknesses of doing business in Okaloosa County and identify assistance needs.
- Participated on Governor's Worker's Compensation Task Force to ascertain workers comp needs/deficiencies experienced by area employers.
- Executive Director appointed by Board of County Commissioners to Private Industry Council; member of Job Services' Employers Committee; the OWCC Center for Manufacturing Technology task force; the county's Economic Dislocation and Worker Adjustment Assistance Act (EDWAA) task force; and is legislative liaison for the Florida Economic Development Council District 1.
- Conducted facility inventory of available commercial and office space throughout Okaloosa County.
- Maintained countywide inventory of available industrial/manufacturing buildings and properties on videotapes which are distributed on request to facility planners and site locators.
- Distributed 76 copies of Okaloosa County business climate/industry recruitment videotape to prospects.
- Maintained data base of housing, population, labor, households, income, education, employment, wages, sales tax and other characteristics.
- Niceville-Valparaiso-Mid County industrial/business park committee established to identify potential sites for industrial/manufacturing use and to attract anchor occupant.
- On-going marketing activities, such as direct-mail and trade-journal advertising, trade shows and sales missions, seminars and workshops, plus fulfillment of requests for demographics and other information by mail, courier or FAX continue on a regular basis.
- Relocated office to larger quarters at 81 Beal Parkway S.E., Suite 8 to better serve clients.

RECEIVED  
9-1-89 MSB



*Board of County Commissioners*

*County Seat*  
*Crestview, Florida 32536*  
*Tel. (904) 682-2711*

*Okaloosa County*  
*Florida*

*Annex*  
*Shalimar, Florida 32579*  
*Tel. (904) 651-3710*

August 31, 1989

Town of Cinco Bayou  
Attn: Mayor Charles Laginess  
35 Kelly Avenue  
Cinco Bayou, Florida 32548

SUBJECT: Recycling Update

Dear

As curbside recycling nears its first day of collection, ie., October 2nd, I want to again thank you for your cooperation and bring you up to date on the Program's current status.

Media advertisement has already begun with newspaper and radio announcements, and will intensify as October 2nd approaches.

Probably as you are receiving this correspondence the first recycling bins will have already been delivered to the residents in participating communities. Additionally, flyers publicizing the program and explaining how residents participate will accompany the bin deliveries.

Two of the specially made recycling trucks have been delivered and are being serviced for start-up collection.

Grant monies will be utilized to reduce the base price of \$1.75 to 1.65 per household per month for the 5 year contract period. Future grant funds and/or revenue from the sale of recyclables may be utilized to deter CPI increases and even reduce consumer rates.

The slogan for this combined effort is "Recycle! Okaloosa County - We're Doing Our Part." This will be seen on the household bins and literature distributed to the residents with the intent of encouraging and challenging residents to do their part in recycling a portion of the waste stream.

**Please Address Reply To:**

Recycling Update  
August 31, 1989  
Page 2

Environmental Waste Systems will be hosting a "Kick-off" celebration on the evening of the 25th of September. I look forward to seeing you there. Official notification will follow.

Sincerely,

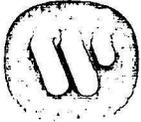
A handwritten signature in cursive script, appearing to read "Don E. Ware", followed by a horizontal line extending to the right.

DON E. WARE  
Chairman

DEW:jk

RECEIVED  
2/1/89

MSB  
CF



**Warner Cable  
Communications Inc.**

784 North Beal Parkway, P.O. Box 2827, Fort Walton Beach, Florida 32549  
904/862 4147 Serving Ft. Walton Beach, Crestview and Niceville

February 6, 1989

Mr. Albert S. Borchik  
Town Clerk  
Town of Cinco Bayou  
35 Kelly Avenue  
Fort Walton Beach, Fl 32548

Dear Mr. Borchik:

Warner Cable's current franchise to operate in the Town of Cinco Bayou will expire on July 1, 1990. We had previously notified you of our desire to continue to serve your citizens. In order to facilitate the process we have taken the liberty to enclose with this letter a recommended new franchise agreement. The enclosed franchise is based on the ordinance approved by the City of Fort Walton Beach.

After you, your council members and legal advisor have had an opportunity to review the document, please let me know if you feel any changes are necessary.

We look forward to continuing to serve your citizens with the best in cable television entertainment.

As always, if you have any questions, please feel free to contact me.

Sincerely,

Harry F. Sheraw  
General Manager

HFS/lm

Enclosure

TOWN OF CINCO BAYOU

ORDINANCE \_\_\_\_\_

CABLE TELEVISION FRANCHISE

AN ORDINANCE OF THE TOWN OF CINCO BAYOU, FLORIDA, GRANTING A FRANCHISE TO WARNER CABLE COMMUNICATIONS INC., TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWN SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE, PROVIDING FOR A LINE EXTENSION FORMULA, AND PROVIDING FOR TOWN REGULATION AND USE OF THE CABLE TELEVISION SYSTEM.

For the purpose of this ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the 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) Town shall mean the Town of Cinco Bayou.
- (b) Council shall mean the governing body of the Town.
- (c) Company shall mean the grantee of rights under this ordinance.
- (d) Person shall mean any person, firm, partnership, association, corporation, Company or organization of any kind.
- (e) Franchise area shall mean that area within the corporate limits of Town.
- (f) Public way shall mean the surface of and the space above and below any public street, right-of-way, road, highway, drive communications or utility easement, now or hereafter existing as such within the franchise area.
- (g) Property of Company shall mean all property owned, installed or used by the Company in the conduction of a CATV business in the Town.
- (h) CATV shall mean a cable television system as hereinafter defined.
- (i) Cable television system shall mean a system composed of, without limitation, antennas, cables, wires, lines, towers, amplifiers, wave guides, or any other conductors, converters, equipment or facilities, designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing any coaxial cable, fiber optics, microwave or other means, audio and/or visual radio, television, electronic or electrical signals to and from persons, subscriber locations in the franchise area.
- (j) Basic Cable Service shall mean any service tier which includes the retransmission of local television broadcast signals.

- (k) Subscriber shall mean any person or entity receiving basic CATV service.
- (l) "Gross subscriber revenue" shall include any and all compensation or receipts received from installation, disconnection and re-installation charges and recurring monthly service charges in connection with the carriage of basic cable service, but shall not include any refunds or credits made to subscribers or any taxes, imposed on the services imposed by Grantee. Nor shall it include revenue from "auxiliary" services which include, but are not limited to, advertising, leased channels and pay cable.

#### SECTION 2. Grant of Authority.

Whereas the Town has approved the legal, character, financial, technical and other qualifications of the Company and adequacy and feasibility of the Company's construction arrangements as part of full public proceeding affording due process, there is hereby granted by the Town to the Company the right and privilege to operate a basic CATV system in the Town for the purpose of providing regular subscriber service and such aspects of expanded CATV service, if any, as the Company may from time to time deem advisable. There is, therefore, hereby granted to the Company the right and privilege to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon across and along any public way, in the franchise area such as poles, wires, cables, conductors, ducts, conduit vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms or corporations, including but not limited to any public utility or other grantee franchised or permitted to do business in the Town.

#### SECTION 3. Nonexclusive Grant.

The right to use and occupy said public ways for the purpose herein set forth, shall not be exclusive, and the Town reserves the right to grant a similar use in said public ways to any other person on similar terms and conditions.

#### SECTION 4. Terms of Franchise.

The franchise and rights herein granted shall take effect and be in force after the final passage hereof and upon filing of acceptance by the Company and shall continue in force and effect both as an ordinance and as a contract between the Town and the Company for a term of fifteen (15) years after the effective date of this franchise. Any renewal of this franchise shall be in accordance with state and federal law.

#### SECTION 5. Conditions of Occupancy of Public Ways.

(a) The location of all transmission and distribution structures, lines, and equipment erected by the Company within the franchise area shall first be approved by the Town upon application by the Company and shall be so located as to cause minimum interference with proper use of public ways, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said public ways. The CATV system shall be constructed and operated in compliance with all applicable Town, state and national construction and electrical codes. The Company shall install and maintain its wires, cables, fixtures, and other equipment in such manner that they will not interfere with any installations of the Town or of a public utility serving the Town.

(b) In case of disturbance of any public way as a result of the operations of the Company, the Company shall, at its own cost and expense replace and restore such public way in as nearly as possible as good a condition as immediately before the work involving such disturbance was done.

(c) Any poles or other fixtures placed in anyway by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

(d) The Company shall have the authority to trim trees upon and overhanging public ways in the franchise area so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company upon prior notice to the Town for such tree trimming.

(e) The Company shall where feasible place all of its cables, wires or other like facilities underground. In any event the Company shall not be required to place its facilities underground when existing power and telephone utilities are above ground.

(f) The Company shall protect, support, temporarily disconnect, relocate in the same public way, or remove from the public way (all such activity of the Company being herein referred to as "relocation"), at its own expense, any property of the Company when reasonable required by the Town by reason of traffic condition, public safety, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies.

(g) The Town shall not be required to assume any responsibility for the securing of any rights-of-way or easements nor shall the Town be responsible for securing any permits or agreements with other persons or utilities.

#### SECTION 6. Safety Requirements.

(a) The Company shall at times employ due care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(b) The Company shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of the National Electric Safety Code promulgated by the National Bureau of Standards and the National Electric Code of the American Insurance Association, and in such manner that they will not interfere with any installations of the Town or of a public utility serving the Town.

(c) All structures and all lines, equipment and connections in, over, under and upon the streets, easements and swales, sidewalks and public ways and placed of the Town wherever situated or located, shall at all times be kept and maintained in a safe, suitable substantial condition and in good order and repair.

#### SECTION 7. Service Policies.

(a) Cable television service will be provided in all areas of the Town, including any areas annexed by the Town subsequent to the effective date of this ordinance provided however, the Company will not be required to provide service to any area having less than twenty-five (25) homes per linear mile of cable plant.

(b) The Company shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the system. The Company shall operate the system so that there will be no interference with television reception, AM & FM radio reception, telephone AM & FM telephone AM & FM communications.

(c) The Company shall maintain a business office within proximity to the Town for the purpose of receiving inquiries or complaints from its customers. Company's business office shall be sufficiently and adequately staffed and maintained in a manner so as to meet the needs of its customers, either in person or by telephone, in a reasonably efficient manner. The Grantee shall in good faith attempt to investigate all reasonable complaints within 24 hours of their receipt and shall in good faith attempt to resolve them within 48 hours of receipt. Records of all customer complaints regarding Grantee's services, including their resolution or disposition, shall be maintained by Grantee for a period of twelve (12) months and shall be furnished to the Town upon request.

#### SECTION 8. Operational Standards.

(a) The Company shall operate and maintain its cable television system in full compliance with the standards set forth by the Federal Communications Commission.

(b) The Company shall cooperate with designated Town agents in the conduct of quality control system "sweeps" and signal intensity measurements.

#### SECTION 9. Franchise Payments.

(a) The Company shall pay to the Town a three percent (3%) franchise fee based on gross subscriber revenue received by the Company for regular cable television services in the Town. Said payments shall be paid quarterly, and shall be due within thirty (30) days of the end of the preceding quarter. At the time of each payment due hereunder, the Company shall provide to the Town a summary report showing gross subscriber revenue received during the preceding quarter.

#### SECTION 10. Indemnification of Town.

(a) The Company shall at all times protect and hold harmless the Town, its officers, agents and employees from all claims, actions, suits, liabilities, losses, expenses or damages of every kind and description, including investigation costs, court costs, and attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence of the Company in the ownership, construction, repair, replacement, maintenance and operation of said cable television system and by reason of any license, copyright, property right of patent of any article or system used in the construction or use of said system. The Town shall give the Company prompt written notice of any such claims, actions, suites, without limitation.

(b) In order for the Town to assert its rights to be indemnified and held harmless, the Town must (1) "promptly notify Company of any claim or legal proceedings which gives rise to such right; (2) afford Company the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceedings; and (3) fully cooperate in the defense of such claim and make available to Company all such information under its control relating thereto.

(c) The Company shall maintain and, by its acceptance of this franchise, specifically agrees that it will maintain throughout the term of this franchise, liability insurance insuring the Company and naming the Town as an additional insured thereunder, against loss or damage arising out of the operations and responsibility of Company under this franchise with primary and umbrella insurance in a total limit of one million dollars (\$1,000,000). Copies of policies are to be furnished the Town upon request.

#### SECTION 11. Transfer of Franchise.

(a) The company shall not transfer this franchise to another person or corporation without prior approval of the Council by resolution, which approval will not be unreasonably withheld.

(b) Prior approval of the Council shall not be required in the event of a sale, transfer or assignment to an entity controlled by or under common control as Company.

#### SECTION 12. New Developments.

It shall be the policy of the Town liberally to amend this franchise upon application of the Company, when necessary to enable the company to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently or economically to serve its customers. The Company shall act promptly to enhance the CATV system as technology permits improvements.

#### Section 13. Town Right In Franchise.

(a) The right is hereby reserved to the Town or the Council to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall not conflict with the rights herein granted.

(b) The Town shall have the right to inspect the books, records, maps, plans and other like materials of the Company related to its operations in the Town at anytime during normal business hours, as to books, records, maps, plans and other materials related to or affecting Company's financial obligations to the Town.

(c) The Town shall have the right, during the life of this franchise, to install and maintain free of charge upon the poles of the Company any wire and pole fixtures necessary for a police alarm system, on the condition that such wire and pole fixtures do not interfere with the CATV operations of the Grantee.

(d) At the expiration of the term for which this franchise is granted or upon its termination and cancellation, as provided for herein, the Town shall have the right to require the Company to remove at its own expense all or any portion of the CATV system from all public ways within the Town.

#### SECTION 14. Forfeiture of Franchise.

(a) In addition to all other rights and powers pertaining the Town by virtue of this franchise or otherwise, the Town reserves the right to terminate and cancel this franchise and all rights and privileges of the Company hereunder in the event that Company:

- (1) Violates any material provision of this franchise.
- (2) Become insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt.
- (3) Practices any fraud or deceit upon the Town.

(b) In the event that the Town has reason to believe that any of the foregoing provisions of this section apply, these procedures shall be followed:

- i) Notice shall be sent from the Town by the Town Manager to Company, by registered mail.
- ii) Said notice shall specify in a general way, so as to be reasonable understood, the particular terms, conditions or provisions of the franchise or ordinance which have been or are being violated and shall name a time not less than sixty (60) days thereafter within which to comply with such terms, conditions, or provisions.
- iii) Company may, within thirty (30) days of receipt of the notice, notify the Town that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Company to the Town shall stay the sixty (60) day period described above.
- iv) The Town shall hear the Company's dispute and shall determine whether a default or violation by Company has occurred. In the event the Town shall determine that a default or violation has occurred the Town shall supplement the decision with written findings of fact.
- v) If after hearing the dispute Company has been found to be in default Company shall then have sixty (60) days from such determination to remedy the violation or failure. At any time after the sixty (60) day period the Town may, in the event the default or violation continues, revoke, terminate or cancel this Franchise by formal action at a public hearing affording reasonable notice and opportunity for Company to be heard.

#### SECTION 15. Miscellaneous Provisions.

(a) All notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered or certified mail receipt addressed as follows:

If to the Town (to be completed)

If to the Company: Warner Cable Communications  
P.O. Box 2827  
784 N. Beal Parkway  
Fort Walton Beach, FL 32549  
ATTN: General Manager

Warner Cable Communications  
400 Metro Place, North  
Dublin, OH 43017  
ATTN: Government/Community Relations

Such addresses may be changed by with party upon notice to the other party given as provided in this Section.

(b) The Company shall provide without charge one (1) outlet of regular subscriber service to each governmental office building, fire station and police station that is passed by it's cable. If more than one (1) outlet is required at any of the said locations, the Company shall install at the cost of time and material only and in no event will there be a monthly service charge at said locations. The distribution of the cable facility inside such buildings and the extent thereof shall be the option, duty and expense of the building owner.

(c) In the case of any emergency or disaster, the Company shall, insofar as practical upon request of the Town, make available its facilities to the Town for reasonable emergency use during the emergency or disaster period. The Company shall in no way be held liable for any injury suffered by the Town or any person, during any emergency, if for any reason the Town is unable to make full use of the Company's facilities as contemplated herein.

SECTION 16. Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held illegal, invalid or unconstitutional the decision of any court regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required to the Company. All ordinances and parts of ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

ADOPTED: \_\_\_\_\_  
Date

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk