

Town of Cinco Bayou Council Meeting
December 27, 1951 8 p.m.

The Town Council of the Town of Cinco Bayou met in regular public session at the usual place of holding its meetings. The meeting was called to order by the president of the Council who presided. The Town Clerk called the roll and the following members were present and answered to their names: Marvin Harrelson, L.P. Disharoom, Paul Hutchinson, and William Gibson, Councilmen; being all of the members of the Council, except Councilman Louis Odom.

The president of the Council announced that a quorum was present and that the meeting was open for the transaction of business.

The minutes of the last meeting of the Council were read and approved.

Thereupon Councilman Hutchison introduced an ordinance which was read in full by the Town Clerk as follows to wit:

AN ORDINANCE TO BE ENTITLED

An ordinance granting to Gulf Power Company, a corporation, its successors and assigns, the right and franchise to maintain and operate an electric plant and an electric transmission and distribution system in the Town of Cinco Bayou, Florida, and to construct, maintain, operate and extend electric transmission and distribution lines in the streets and public places of said Town and providing the terms and conditions of such grant.

BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA:

SECTION 1. In consideration of the benefits that will accrue to the Town of Cinco Bayou, Florida, and the inhabitants thereof, Gulf Power Company, a corporation under the laws of the State of Maine, its successors and assigns, hereinafter sometimes referred to as the Grantee, is hereby given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said Town of Cinco Bayou a plant or plants and system for the manufacture, transmission and distribution of electric energy for all purposes whatsoever.

SECTION 2. The said Grantee, its successors and assigns,

is hereby further given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said Town of Cinco Bayou a system of poles, towers, conduits, cables, conductors, transforming stations, fittings, appliances and appurtenances necessary or desirable to the transmission, distribution or sale of electric energy for all purposes whatsoever in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges and public places in said Town of Cinco Bayou, as they now exist or as they may hereafter be laid out or extended within the present and future limits of said Town together with the further right, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain and operate a system of poles, towers, conduits, cables, wires, conductors, transforming stations, generating stations, fittings and all appliances and appurtenances necessary or desirable to the manufacture and transmission within, into, through, over and beyond said Town of Cinco Bayou and to the furnishing, supplying and distributing to said Town and to the inhabitants and corporations both within and beyond the limits thereof, of electric energy for lighting, heating, power and all other purposes for which electric energy may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of said Town.

SECTION 3. As a further consideration for the granting

of the rights, privileges and franchises granted hereby, the Grantee, its successors and assigns, shall pay to the said Town within thirty days after the first anniversary date of this grant and within thirty days after each succeeding anniversary date of this grant, an amount which, added to the amount of all taxes (other than ad valorem taxes and excise taxes on sales payable by the public generally), licenses and other impositions and exactions levied or imposed by the said Town upon Grantee's property, business or operations for the preceding tax year, will equal three per cent of Grantee's revenue from its sales of electric energy to customers served under its residential and commercial rate schedules within the corporate limits of the said Town for the twelve fiscal months preceding the applicable anniversary date.

SECTION 4. The poles, towers, conduits, cables, conductors, transforming stations, generating stations, fittings, appliances, and appurtenances shall be so constructed as not to unreasonably interfere with the proper use of the streets, avenues, alleys, ways, bridges and public places in the Town and shall be maintained in reasonably good condition and repair.

SECTION 5. Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges or public places of the Town for the purpose of installing, maintaining, operating or repairing any poles, towers, conduits, cables, or other appliances, the work shall

be completed within a reasonable time and the Grantee shall upon the completion of such work restore such portion of the streets, avenues, alleys, ways or other public places to as good condition as it was before the opening or alteration was so made.

SECTION 6. The Grantee shall hold the Town harmless from any and all liability or damages resulting from the negligence of the Grantee, in the construction, maintenance or operation of said poles, towers, conduits, wires, cables and other appliances.

SECTION 7. The Grantee may, from time to time, declare, make and enforce reasonable rules and regulations as conditions for the sale, transmission and distribution by it of electric energy.

SECTION 8. In the event the supply of electric energy should be interrupted or fail by reason of accident or any cause beyond the control of the Grantee, the Grantee shall restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise nor shall the Grantee be liable for any loss or damages by reason of such interruption or failure.

SECTION 9. The Grantee shall install and maintain, free of charge, meters for measuring current, and shall have free access to the premises of the consumer, from time to time, for the purpose of reading, repairing, testing and maintaining the

meters and appurtenances. Such meters shall remain the property of the Grantee.

SECTION 10. The franchise granted by this ordinance shall exist and continue for a period of thirty years only, and as a condition precedent to the taking effect of this grant, the said Town of Cinco Bayou does hereby reserve and the Grantee gives and grants to the said municipality, the right at and after the expiration of the said term to purchase the electric plant or other property used under or in connection with the franchise hereby granted or such part of such property as the municipality may desire to purchase at a valuation to be fixed in accordance with the provisions of Section 167.22, Florida Statutes 1949; and the Grantee by its acceptance of this ordinance as provided by Section 14 hereof shall be deemed to have granted and given the municipality such right of purchase.

SECTION 11. Upon the annexation to the said Town of Cinco Bayou of any territory not within any other incorporated city or town, any portion of the electric plant and electric transmission and distribution system of the Grantee that may be located within such annexed territory and upon the streets, alleys or public grounds thereof shall thereafter be subject to all of the terms of this ordinance as though such portion were an extension made under this ordinance.

SECTION 12. Whenever in this ordinance either the Town of Cinco Bayou or the Grantee is named or referred to, it shall

be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors or assigns of said Town or of the Grantee.

SECTION 13. This ordinance shall take effect when signed by the presiding officer of the Council and attested by the Town Clerk and approved by the Mayor and shall be published thereafter by being posted at the door of the Town Hall and at the public market place.

SECTION 14. The Grantee, its successors or assigns, shall within 90 days after the approval of this ordinance by the Mayor file a written acceptance thereof with the Town Clerk.

Adopted and passed this 27 day of December , 1951.

L. B. Disharoon
President of the Council

ATTEST:

Maura W. Silvers
Town Clerk

Approved this 27 day of December , 1951.

Gordon A. Gibson
Mayor

Thereupon Councilman *WILLIAM GIBSON* moved that the proposed ordinance be adopted and passed as read and Councilman *HARRELSON* seconded the motion. A ballot was then taken upon the motion to adopt and pass the ordinance resulting as follows:

Those voting "Yea": *HARRELSON, WILLIAM GIBSON, HUTCHINSON, and DISHARON.*

Those voting "Nay": *NONE.*

The president of the Council then declared that the said ordinance as read was duly adopted and passed and that he had signed and the Town Clerk had attested the same and the Council thereupon ordered the ordinance to be recorded and submitted to the Mayor for his approval.

Whereupon the president of the Council reported that the said ordinance had been submitted to the Mayor for his approval and that the Mayor had approved the same and had endorsed his approval thereon.

Whereupon the Council ordered that the ordinance be promulgated as required by law.

Upon motion the Council adjourned.

L. P. Disharon

President of the Council

ATTEST:

Maurice Gibson

Town Clerk