

1 **ELECTRIC UTILITY FRANCHISE AGREEMENT**
2 **ORDINANCE # _____**
3

4 **AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA,**
5 **LLC d/b/a DUKE ENERGY, A NON-EXCLUSIVE ELECTRIC**
6 **UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE;**
7 **PRESCRIBING THE TERMS AND CONDITIONS RELATED TO**
8 **THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF**
9 **WAY IN THE CITY OF ORLANDO, FLORIDA, FOR THE**
10 **PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING**
11 **FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN**
12 **EFFECTIVE DATE.**
13

14
15 WHEREAS, the City of Orlando (“City”) has previously granted to Duke Energy
16 Florida, LLC d/b/a Duke Energy (formerly Florida Power Corporation and Progress
17 Energy, Inc.) (“Company”) an electric utility franchise for the City of Orlando; and
18

19 WHEREAS, the City continues to deem it necessary and desirable in the interest
20 of its citizens to establish and to grant unto Company a non-exclusive electric utility
21 rights-of-way utilization franchise required by the Company for the purpose of supplying
22 electricity to City, its inhabitants, the places of business located with City’s boundaries
23 and other customers and areas now or thereafter supplier, or to be supplied, and Company
24 desires and agrees to accept to said franchise pursuant to the terms and conditions
25 specified herein.
26

27 NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE
28 CITY OF ORLANDO, FLORIDA, THAT:
29
30

31 **SECTION 1 - Findings**
32

33 The City deems it necessary, desirable and in the interest of its citizens to
34 establish by ordinance a rights of way utilization franchise (sometimes referred to herein
35 as the “Franchise”) granting the Company permission to occupy the Rights of Way in the
36 City of Orlando, Florida, for the purpose of providing electric services.
37

38 **SECTION 2 - Short Title**
39

40 This ordinance shall be known and may be cited as the “Duke Energy Rights of
41 Way Utilization Franchise.”
42

43 **SECTION 3 - Definitions**
44

45 For the purposes of this ordinance, the following terms, phrases, words, and their
46 derivatives shall have the meaning given herein. When not inconsistent with the context,

1 words in the present tense include the future, words in the plural number include the
2 singular number, and words in the singular number include the plural number. The word
3 “shall” is always mandatory and not merely permissive.
4

5 (A) “Adversely Affected” – For the Company, a loss of one percent (1%) of
6 Base Revenues within the corporate City limits due to Retail Wheeling. For the City, a
7 loss of one percent (1%) of franchise fees due to Retail Wheeling.
8

9 (B) “Base Revenues” – All Company’s revenues from the retail sale of
10 electricity, net of customer credits, to residential, commercial and industrial customers
11 and City sponsored street lighting that are within the corporate limits of the City.
12

13 (C) “Company” or Grantee” – Duke Energy Florida, LLC d/b/a Duke Energy,
14 its successors and assigns.
15

16 (D) “City” or “Grantor” – The City of Orlando, Florida.
17

18 (E) “Electric Energy Provider” – Every legal entity or association of any kind
19 (including their lessees, trustees or receivers), including any unit of state, federal or local
20 government (including City herein), which owns, maintains, or operates an electric
21 generation, transmission, or distribution system or facilities, or which otherwise provides,
22 arranges for, or supplies electricity or electric energy to the public, or which supplies
23 electricity to itself utilizing Company’s distribution or other facilities. Without limitation
24 of the foregoing, “Electric Energy Provider” shall also include every Electric Utility,
25 electric power marketer or electric power aggregator. It shall also include every entity
26 providing such services as metering, customer billing, payment collection and processing,
27 and customer information and data processing.
28

29 (F) “Electric Utility” -- Shall have the meaning set out in Section 366.02(2),
30 *Florida Statutes* (2019), and shall also include every electric “Public Utility” as defined
31 in Section 366.02(1), *Florida Statutes* (2019). “Electric Utility” shall further include
32 every investor owned, municipally or governmentally owned, or cooperatively owned
33 electric utility (including their lessees, trustees or receivers), which owns, maintains, or
34 operates an electric generation, transmission, or distribution system in any State or
35 County.
36

37 (G) “Electric Utility System” – An electric power system installed and
38 operated in the Franchise Area in accordance with the provisions of the Florida Public
39 Service Commission establishing technical standards, service areas, tariffs and operating
40 standards, which shall include but not be limited to electric light, heat, power and energy
41 facilities, and a generation, transmission, and distribution system, with such extensions
42 thereof and additions hereto as shall hereafter be made.
43

44 (H) “Franchise Area” – That area for which Company provides electric utility
45 service within the corporate City limits of the City.
46

1 (I) "Facilities" – The meaning as set forth in Section 4.

2
3 (J) "Person" – Any person, firm, partnership, association, corporation,
4 company or organization of any kind.

5
6 (K) "Public Service Commission" – The Florida Public Service Commission.

7
8 (L) "Rights of Way" – All of the public streets, alleys, highways, waterways,
9 bridges, public easements, sidewalks and parks public grounds and/or other public ways
10 or places owned by the City, as they now exist or may be hereafter constructed, opened,
11 laid out or extended within the present limits of the City, or in such territory as may
12 hereafter be added to, consolidated or annexed to the City.

13
14 (M) "Retail Wheeling" – A customer/supplier arrangement whereby an
15 Electric Energy Provider utilizes transmission and/or distribution facilities of Company to
16 make energy sales directly to an end use customer located within the Franchise Area.

17
18
19 **SECTION 4 - Grant of Authority**

20
21 (A) This grant of authority is limited to the provision by Company to have,
22 maintain, or place its Facilities within the Rights of Way for its electric utility services.
23 Accordingly, the City hereby grants to the Company, its successors and assigns the non-
24 exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and
25 operate its Facilities in, under, upon, over and across the present and future Rights of
26 Way, as they now exist or may be hereafter constructed, opened, laid out or extended
27 within the present limits of the City, including but not limited to conduits, cables, poles,
28 wires, supports and such other structures or appurtenances as may be reasonably
29 necessary for the construction, maintenance and operation of an electric generation,
30 transmission and distribution system, including information, telecommunication, and
31 video transmission used solely for the provision of electric service (collectively the
32 "Facilities"), provided that all portions of the same shall conform to accepted industry
33 standards, including but not limited, to the National Electrical Safety Code and comply
34 with all applicable laws, rules and regulations. Nothing in this Ordinance shall require
35 Grantee to remove, de-energize, or cease using any poles, wires, or other things or
36 Facilities identified hereinabove that were in place under previous ordinances or permits
37 prior to the Effective Date of this Ordinance, regardless of whether such poles, wires or
38 other Facilities are located outside "Rights of Way" as defined herein. Nor shall anything
39 in this Ordinance prohibit Company from performing upgrades, replacements,
40 maintenance or servicing of such poles, wires, or other Facilities after the Effective Date
41 of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be
42 authorized under this Ordinance.

43
44 Because this Franchise is intended to grant Company the non-exclusive right to
45 place its Facilities within the Rights of Way, Company shall not be required to pay for
46 any required permits in connection with any work within the Rights of Way. Further,

1 Company shall not be required to apply for or obtain permits to perform any Maintenance
2 Activities (as defined herein) on or related to its Facilities within the Rights of Way. For
3 purposes of this Section, Maintenance Activities shall include repair, replacement,
4 protection, modification, inspection, upgrades, removal, and general maintenance, as
5 more specifically described in Section 2.3.1 of the FDOT 2017 Utility Accommodation
6 Manual, as may be amended from time to time, of existing previously permitted Facilities
7 within the Rights of Way. Company agrees to notify the City of planned Maintenance
8 Activities through the City's notification system; however, for the avoidance of doubt,
9 Company shall not be required to apply for, obtain, or pay for permits to perform such
10 Maintenance Activities. For the installation of new Facilities that create a new footprint
11 within the Rights of Way and that are not Maintenance Activities, Company shall be
12 required to apply for and obtain a permit; provided, however, Company shall not be
13 required to pay for such permits.

14
15 (B) Annexation or Contraction. City and Company agree that the Franchise
16 Area is subject to expansion or reduction by annexation and contraction of municipal
17 boundaries. If City approves any Franchise Area expansion or reduction by annexation or
18 contraction, City shall provide written notice to Company's Annexation Coordinator, at
19 the address provided below, within sixty (60) days of such approval and this Franchise
20 shall automatically extend to include any such annexed areas

21
22 Additionally, within sixty (60) days of any such annexation or contraction, City
23 shall provide to Company an updated list containing the new or removed street names,
24 known street name aliases, street addresses, and zip codes associated with each street
25 name. All notices of annexation or contraction and address listings shall be addressed to
26 the Annexation Coordinator as follows with the address subject to change:

27
28 Duke Energy
29 Annexation Coordinator
30 P. O. Box 33199
31 St. Petersburg, FL 33733-8199
32 Or by email to: AnnexationRequests@duke-energy.com
33

34 Company must revise its payments due to any expansion or reduction by
35 annexation within a reasonable time after Company has received such notice and updated
36 list from City, but no later than sixty (60) days after receipt of notice and the list. City
37 understands and affirmatively acknowledges that the Company will exclusively rely upon
38 the City to provide timely and accurate information to the Company regarding any such
39 annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude
40 the Company's ability to revise any payments due to the City that are impacted by such
41 annexations or contractions. Further, City acknowledges that if such information is not
42 timely furnished to Company as required herein, any related obligation to collect
43 payments for any such expansion or reduction by annexation shall be suspended during
44 the period of delay.
45

1 (C) Non-Exclusive Use. The Company's right to use and occupy Rights of
2 Way for the purposes herein set forth shall be non-exclusive as to entities not engaged in
3 the provision of electric energy and service, and the City reserves the right to grant to
4 others the right to utilize the Rights of Way, to any person at any time during the period
5 of this Franchise so long as such grant does not create an unsafe condition or
6 unreasonably conflict with the rights granted to Company herein.
7

8 **SECTION 5 - Notice of Acceptance; Term of Franchise; and Effective Date**
9

10 This ordinance shall become effective upon being legally passed and adopted
11 ("Effective Date") by the City Council; and it is further agreed that Grantee shall accept
12 this Franchise as of the date of the passage and adoption by the City Council and shall
13 signify its acceptance in writing within thirty (30) days after the City Council's approval
14 of this ordinance by filing its written acceptance with the City Clerk. If Grantee fails to
15 accept this franchise within thirty (30) days of its date of passage and adoption, then this
16 Ordinance shall be null and void, and of no force and effect of any kind. Commencing
17 on the Effective Date, the term of the Franchise granted herein shall be for a period of ten
18 (10) years.
19

20 **SECTION 6 - Payment to City**
21

22 (A) Effective the first day of the second month beginning after the Effective
23 Date of this ordinance, City shall be entitled to receive from Company a monthly
24 franchise amount that will equal six percent (6%) of Company's Base Revenues (the
25 "Franchise Fee") for the preceding month, which amount shall be the total compensation
26 due City for any and all rights, authority and privileges granted by this Franchise,
27 including compensation for any required permits, parking fees, or any other fee or cost
28 related to the rights granted hereunder. Company will collect franchise amounts due
29 hereunder from Company's customers in the Franchise Area and those amounts will be
30 paid to the City in the manner described herein. The City expressly acknowledges that no
31 additional or other amounts shall be due or remitted by Company for the exercise of its
32 rights granted hereunder.
33

34 Payment shall be made to City for each month no later than the twentieth (20th)
35 day of the following month. The monthly payment shall be made by wire transfer. Any
36 monthly payment or any portion thereof made twenty (20) days after the due date without
37 good cause shall be subject to interest at the rate of ten percent (10%) per annum.
38

39 (B) Only disputed amounts shall be allowed to be withheld by Company, and
40 any such amount shall not accrue any interest during the pendency of any such dispute.
41

42 (C) The City acknowledges that all classifications and categories of retail
43 customers of Company shall be subject to the payment of the Franchise Fee due
44 hereunder.
45
46

1 **SECTION 7 - Favored Nations**

2
3 (A) In the event Grantee shall hereafter accept an electric utility franchise
4 ordinance from any municipality providing for the payment of a franchise fee in excess of
5 that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves
6 the right to amend this Franchise to increase the franchise fee payable under this
7 ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such
8 other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall
9 apply prospectively beginning with the next monthly franchise fee payment following
10 Grantor's timely notice of its exercise of its amendment right to which Grantee may
11 collect such increased fee from its customers. Grantee's failure to notify Grantor of such
12 additional payments does not limit Grantor's right to amend to require such additional
13 franchise fees.

14
15 (B) It is the intent and agreement of Grantor and Grantee that Grantee shall
16 not be required to pay Grantor a franchise fee under Section 6 of a percentage greater
17 than that paid to Grantor by any other Electric Utility or Electric Energy Provider
18 utilizing Grantor's Rights of Way on such Electric Utility's or Electric Energy Provider's
19 revenues attributable to services that are the same or substantially the same as those
20 performed by Grantee. It is further the intent and agreement of Grantor and Grantee that
21 Grantee should not be placed at a competitive disadvantage by the payments required by
22 Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy
23 Providers provide services in competition with Grantee without utilizing Grantor's Rights
24 of Way.

25
26 (C) If Grantor imposes a lesser fee, or no fee, or is unable to impose a fee on
27 another Electric Utility or Electric Energy Provider, providing or seeking to provide
28 services in competition with Grantee to customers within Grantor's municipal
29 boundaries, whether utilizing Grantor's Rights of Way or not utilizing Grantor's Rights
30 of Way, Grantee's fee under Section 6 for such services shall be automatically reduced to
31 the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero, if
32 no fee is charged such other Electric Utility or Electric Energy Provider). In all events,
33 City shall not grant more favorable treatment with respect to franchise fees to other
34 Electric Energy Providers than is granted to Company under this ordinance, it being the
35 intent of the parties that no future provider of electric service, be it generation,
36 transmission or distribution service, to customers within the corporate limits of City shall
37 be given a competitive advantage over Company.

38
39 **SECTION 8 - Grantor Rights**

40
41 The right is hereby reserved to the City to adopt, in addition to the provisions
42 herein contained and existing applicable ordinances, such additional regulations as it shall
43 find necessary in the exercise of its police power, provided that such regulations, by
44 ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of
45 the State of Florida or the lawful regulations of any state agency possessing the power to
46 regulate the activities of the Company, or conflict with or otherwise interfere with the

1 benefits conferred on the Company hereunder. In the event of a conflict between this
2 Franchise Agreement and any other ordinance or regulation adopted by the City relating
3 to Company's rights to perform work in and/or occupancy of the Rights of Way as
4 permitted hereunder, the rights under this Franchise Agreement shall govern and control.
5

6 **SECTION 9 - Work In Rights of Way**
7

8 (A) The Company is hereby granted the right, authority and privilege to perform
9 all necessary work and excavations in said Rights of Way of the City related to its
10 Facilities and necessary or incidental to carrying out such rights and obligations as
11 permitted hereunder. The Company shall have the right to fasten and to stretch and lay
12 along the lines of said poles, conduits, pipes and cables necessary for transmitting and
13 conveying the electric current to be used in the Company's business, together with all the
14 rights and privileges necessary or convenient for the full use including the right to trim,
15 cut and keep clear all trees and limbs near or along Company's Facilities that may in any
16 way endanger the proper operation of same. Moreover, the Company shall have the right
17 to construct, erect, operate and maintain within the City an electric system consisting of
18 its Facilities for carrying on the Company's business; provided that, in accomplishing
19 these purposes, the streets of said City shall not be unnecessarily obstructed for an
20 unreasonable amount of time and work in connection therewith shall be done and carried
21 on in conformity with such reasonable rules, standards, regulations and local ordinances
22 with reference thereto as may be adopted by the City for the protection of the public and
23 which do not otherwise unreasonably interfere with the benefits conferred on the
24 Company hereunder.
25

26 (B) To the extent practical and reasonable, Company shall locate new facilities
27 and relocated facilities in a manner that minimizes interference with traffic on said public
28 Rights of Way. In such cases where the Facilities of Company unreasonably conflict
29 with authorized street widening and improvements, Company shall relocate said
30 Facilities in accordance with Florida Statute 337.403 as it exists now and as may be
31 amended from time to time and any other applicable laws of the State of Florida or
32 regulation by a state agency having the right to regulate Company. Upon Company's
33 request, City shall grant additional time to complete the relocation as long as that request
34 does not substantially interfere with City operations. When any public Rights of Way or
35 public property of City is excavated by Company, that portion so excavated shall be
36 restored as can be reasonably done to its pre-excavation condition by Company in
37 accordance with Florida Statute 337.402 as it exists now and as may be amended from
38 time to time and any other applicable laws of the State of Florida or regulation by a state
39 agency having the right to regulate Company. City shall have the right to approve such
40 restoration, which approval shall not be unreasonably withheld.
41

42 (C) City may request that Company underground its Facilities in accordance with
43 applicable laws, rules and regulations including the Florida Public Service Commission
44 rules and the Company's tariff and policies, as amended, modified or restated from time
45 to time. Company's decision to underground shall be at its discretion and in accordance
46 with its tariff, policies and procedures. Costs associated with such requested

1 underground work shall be paid by the City subject to the Company's tariff and policies
2 and any applicable laws or regulations.

3
4 **SECTION 10 - Indemnification**

5
6 (A) The acceptance of this Franchise by Company shall be deemed an
7 agreement on the part of Company to indemnify City and hold it harmless against any
8 and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate
9 fees) and costs that City may incur to the extent arising out of or resulting from the
10 negligence, gross negligence, or willful misconduct of Company, its contractors and
11 agents in the construction, repair, operation, or maintenance of its electric utility
12 Facilities hereunder. In no event shall Company be liable to City for any consequential,
13 incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other
14 business interruption damages, by statute, in tort (including negligence or strict liability),
15 in contract, or under any indemnity provision or otherwise.

16
17 (B) Company shall maintain throughout the term of this Franchise sufficient
18 financial resources to provide self-insurance insuring City and Company with regard to
19 all damages set forth in Section 10(A) in the minimum amounts of:

- 20
21 (i) \$1,000,000 for bodily injury or death to a person;
22 \$5,000,000 for bodily injury or death resulting from any one
23 accident.
24 (ii) \$50,000 for property damage resulting from any one accident.
25 (iii) \$1,000,000 for all other types of liability.

26
27 (C) City acknowledges that Company provides its own liability insurance
28 (self-insured).

29
30
31 **SECTION 11 - Records and Reports**

32
33 (A) Company Rules and Regulations. The following documents shall be
34 available to City upon City's reasonable request: copies of rules, regulations, and
35 procedures adopted by Company that relate to Company's use of City's Rights of Way.

36
37 (B) Accounting. Company shall use the system of accounts and the form of
38 books, accounts, records, and memoranda prescribed by the Florida Public Service
39 Commission or such other applicable governing agency having jurisdiction over
40 Company as determined by Company.

41
42 (C) Reports. Company will submit monthly, a statement of its estimated Base
43 Revenues for the period on which such payment is based. The acceptance of any
44 statement or payment shall not prevent the City from asserting that the amount paid is not
45 the amount due, or from recovering any deficit by any lawful proceeding, including
46 interest to be applied at the rate set forth in Section 6 (A).

1 (D) Availability of Records and Reports. Company shall supply information
2 that City or its representatives may from time to time reasonably request relative to the
3 calculation of franchise fees. Such records shall, on written request of City, be open for
4 examination and audit by City and City's representatives at Company's headquarters in
5 St. Petersburg, Florida, during ordinary business hours and such records shall be retained
6 by Company for a period of three (3) years.

7
8 (E) Audit. City may require, upon prior written notice and during Company's
9 normal business hours, an audit of Company's books related to this Agreement not more
10 than once every five (5) years and then only for the preceding five (5) years. Company
11 will reimburse City's audit costs if the audit identifies errors in Company's franchise Base
12 Revenues of five percent (5%) or more for the period audited. If an underpayment of
13 franchise fees has occurred due to the Company's error, interest will be calculated at the
14 rate of 10% per annum. Both the underpayment and interest shall be paid within ninety
15 (90) days from completion of the audit.

16
17 (F) Customer Report. In addition to City's obligations in Section 4 (B),
18 within ninety (90) days of the Effective Date of this Agreement, City shall provide to
19 Company a report in a format acceptable to Company setting forth a listing of all
20 addresses within the corporate limits of the City and annually thereafter a report
21 identifying any changes to the address listing provided the previous year.

22 23 **SECTION 12 - Retail Wheeling**

24
25 In the event the appropriate governmental authorities authorize Retail Wheeling,
26 then either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30)
27 days written notice to the other for the sole purpose of addressing the Franchise Fee
28 payments between the Company and the City. If the parties are unable to agree within
29 ninety (90) days of reopening, either party may declare an impasse and may file an action in
30 the Circuit Court in Orange County, Florida for declaratory relief as to the proper Franchise
31 Fee in light of Retail Wheeling.

32 33 **SECTION 13 - Severability**

34
35 Should any section or provision of this Franchise ordinance or any portion
36 thereof, the deletion of which would not adversely affect the receipt of any material
37 benefits or, substantially increase the burden of any party hereunder, be declared by a
38 court of competent jurisdiction to be invalid, such decision shall not affect the validity of
39 the remainder, as a whole or any part thereof, other than the part declared to be invalid.
40 In the event of any such partial invalidity, City and Company shall meet and negotiate in
41 good faith to obtain a replacement provision that is in compliance with the judicial
42 authority's decision.

43 44 **SECTION 14 - Governing Law and Venue**

45
46 (A) This Franchise ordinance shall be construed and interpreted according to

1 the laws of the State of Florida.

2
3 (B) In the event that any legal proceeding is brought to enforce the terms of
4 this Franchise, the same shall be brought in Orange County, Florida, or, if a federal claim,
5 in the U.S. District Court in and for the Middle District of Florida, Orlando Division.
6

7 **SECTION 15 - Merger**
8

9 This Franchise agreement is the full, complete and entire understanding and
10 agreements of the parties as to its subject matter, and the written terms supersede all prior
11 contemporaneous representations, discussions, negotiations, understanding and
12 agreements relating to the subject matter of this agreement. The parties shall not be
13 bound or liable for any statement, prior negotiations, correspondence, representation,
14 promise, draft agreements, inducements, or other understanding of any kind or nature not
15 set forth or provided herein.
16

17 **SECTION 16 – Notices**
18

19 Except in exigent circumstances, all notices by either City or Company to the
20 other shall be made by depositing such notice in the United States Mail, Certified Mail
21 return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL
22 or facsimile. Any notice served by certified mail return receipt shall be deemed delivered
23 five (5) days after the date of such deposit in the United States mail unless otherwise
24 provided. Any notice given by facsimile is deemed received by next Business Day.
25 “Business Day” for purposes of this section shall mean Monday through Friday, with
26 Saturday, Sunday and City and Company observed holidays excepted. All notices shall
27 be addressed as follows:
28

29 To City:

30
31 City Clerk
32 400 South Orange Avenue
33 P.O. Box 4990
34 Orlando, FL 32802-4990
35 Phone: (407) 246-2121
36 Facsimile: (407) 246-3613
37

To Company:

External Relations Department
Duke Energy
P.O. Box 14042
St. Petersburg, FL 33733-4042
Phone: (727) 820-5141
Facsimile No: (727) 820-5715

38 **SECTION 17 - Non-Waiver Provision**
39

40 The failure of either party to insist in any one or more instances upon the strict
41 performance of any one or more of the terms or provisions of this Franchise shall not be
42 construed as a waiver or relinquishment for the future of any such term or provision, and
43 the same shall continue in full force and effect. No waiver or relinquishment shall be
44 deemed to have been made by either party unless said waiver or relinquishment is in
45 writing and signed by the parties.
46

1 **SECTION 18 - Repealer and Superseding Provision**

2
3 This ordinance shall supersede, as to the rights, privileges and obligations
4 between City and Company, all ordinances and parts of ordinances in conflict with the
5 terms of this ordinance. Ordinance No. 28136-1 and any amendments thereto, are hereby
6 deemed null and void and/or repealed upon the effective date of this ordinance and none
7 of the provisions of such repealed Ordinance No. 28136-1 and any amendments thereto
8 shall have any further force and effect.

9
10 **SECTION 19 - Dispute Resolution**

11
12 The parties to this Franchise agree that it is in each of their respective best
13 interests to avoid costly litigation as a means of resolving disputes which may arise
14 hereunder. Accordingly, the parties agree that prior to pursuing their available legal
15 remedies they will meet in an attempt to resolve any differences. If such informal effort is
16 unsuccessful, then the Parties may exercise any of their available legal remedies.

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19
20
21
22
23 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
24
25
26

1
2 **DONE, THE FIRST READING**, by the City Council of the City of Orlando,
3 Florida, at a regular meeting, the _____ day of _____, 2020.
4
5

6 **DONE, THE PUBLIC NOTICE**, in a newspaper of general circulation in the
7 City of Orlando, Florida, by the City Clerk of the City of Orlando, Florida, the _____
8 day of _____, 2020.
9

10 **DONE, THE SECOND READING, THE PUBLIC HEARING, AND**
11 **ENACTED ON FINAL PASSAGE**, by an affirmative vote of a majority of a quorum
12 present of the City Council of the City of Orlando, Florida, at a regular meeting, the
13 _____ day of _____, 2020.
14

15
16 CITY OF ORLANDO, FLORIDA
17

18
19
20
21 _____
22 MAYOR/MAYOR PRO TEM

23 ATTEST:

24
25 _____
26 Stephanie Herdocia, City Clerk
27

28 Approved as to form and legality
29 For the use and reliance of the
30 City of Orlando, Florida, only.
31

32
33 _____, 2020.
34 Assistant City Attorney
35 Orlando, Florida
36
37

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance and the Franchise provided for therein, and all the terms and conditions thereof, are hereby accepted this _____ day of _____, 2020.

DUKE ENERGY FLORIDA, LLC

Catherine Stempien, State President
Duke Energy Florida, LLC