

**CITY OF BONITA SPRINGS**

**ORDINANCE NO. 16-15**

**AN ORDINANCE OF THE CITY OF BONITA SPRINGS AMENDING ORDINANCE NO. 00-08; ADJUSTING THE RATE OF THE FLORIDA POWER AND LIGHT COMPANY NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE, PROVIDING FOR PAYMENTS TO THE CITY OF BONITA SPRINGS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Bonita Springs (“City” or “Grantor”) recognizes that the citizens of the City need and desire the benefits of electric service; and

**WHEREAS**, Florida Power & Light Company (“FPL” or “Grantee”) is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, FPL and the City entered into a franchise agreement through Bonita Springs Ordinance No. 00-08, providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions; and

**WHEREAS**, Bonita Springs City Council has elected to exercise its option in Section 5 (c) of the franchise agreement, by increasing the rate of the franchise payment.

**THE CITY OF BONITA SPRINGS HEREBY ORDAINS:**

Section 1. Section 5 of Ordinance No. 00-08 is hereby amended as set forth below, with deleted text identified with strike through and additional text identified with underlining.

Section 5(a). As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing sixty (60) days after the effective date of this Ordinance and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending sixty (60) days prior to each such payment will equal three (3% percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending sixty (60) days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed three (3%) percent of such revenues for any monthly billing period of the Grantee.

Section 5(b): Notwithstanding the above, for the first eighteen months of this franchise, the Grantee shall pay to the Grantor an amount equal to four (4%) percent of the Grantee's billed revenues, as specified in Section 5(a).

Section 5(c): It is further provided that the Grantor shall have the option, subject to the limitations specified below, once each calendar year to increase or reduce the amount to be paid by the Grantee as consideration for this franchise, such option to be exercised by the adoption of an ordinance, certified copy of

which must be delivered to the Grantee no later than ninety (90) days before any such increase or reduction is to become effective. Such ordinance shall provide that the Grantee shall pay to the Grantor, no later than thirty (30) days after the end of the Grantee's first billing period and no later than 30 days after the end of each succeeding monthly billing of the Grantee during the term of this franchise, an amount which when added to the amount of all City licenses, excise fees or charges (except ad valorem property taxes and non-ad valorem special assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending thirty (30) days prior to each such payment will equal five (5%) percent (or such lesser percentage as the Grantor may elect) of the Grantee's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending thirty (30) days prior to each such payment, and in no event shall the Grantee's payment for the rights and privileges granted herein exceed five (5%) percent, or such percent of such revenues as specified by the Grantor in the exercise of its option, for any monthly billing period of the Grantee. In no event may the Grantor increase the amount by more than one (1%) percent from the percentage then being collected in any given year. The Grantor shall have the option to reduce the amount to be paid by the Grantee to zero, but in no event shall the Grantor have the option to increase the percentage used to calculate the amount to be paid by the Grantee as consideration for this franchise to any percentage which is greater than five (5%) percent. The Grantor's option hereunder shall be limited

solely to the percentage to be used in the calculation of the amount to be paid by the Grantee as consideration for this franchise and as specifically set forth in this subsection, and no other section or provision of this franchise ordinance may be altered, amended or affected by the Grantor without the concurrence of the Grantee. Nothing herein shall require the Grantor to exercise its option hereunder.

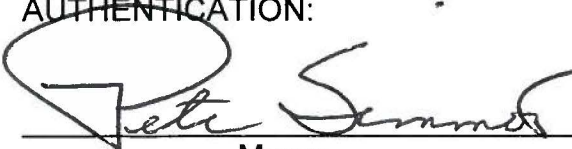
Section 5(d): Grantor hereby exercises its option set forth in Section 5(c) to increase the amount to be paid by Grantee as consideration for this franchise. Subject to the limitations and other provisions specified in Section 5(c), Grantee shall, commencing on December 1, 2016 and ending on December 31, 2022, to increase its payment to Grantor to four (4%) percent of the Grantee's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending thirty (30) days prior to each payment. After December 31, 2022, the Grantee shall pay to the Grantor an amount equal to three (3%) percent of the Grantee's billed revenues, as specified in Section 5(a).


Section 2. All other terms of Ordinance No. 00-08 remain the same.

Section 3. The effective date of this ordinance shall be thirty (30) days from its adoption date, with the fee to go into effect December 1, 2016

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17<sup>th</sup> day of August, 2016.

AUTHENTICATION:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Vote:

DeWitt	Aye	Quaremba	Aye
Forbes	Aye	Simmons	Nay
Gibson	Nay	Slachta	Aye
O'Flinn	Aye		

Date filed with City Clerk:

8/18/16



9101 Bonita Beach Road  
Bonita Springs, FL 34135  
Tel: (239) 949-6262  
Fax: (239) 949-6239  
www.cityofbonitasprings.org

August 18, 2016

**Peter Simmons**  
Mayor

**Amy Burns Quaremba**  
Council Member  
District One

**Greg Dewitt**  
Council Member  
District Two

**Steven Slachta**  
Council Member  
District Three

**Peter R. O'Flinn**  
Council Member  
District Four

**Michael Gibson**  
Council Member  
District Five

**Fred Forbes**  
Council Member  
District Six

**Carl L. Schwing**  
City Manager  
(239) 949-6267

**Audrey E. Vance**  
City Attorney  
(239) 949-6254

**City Clerk**  
(239) 949-6248

**Public Works**  
(239) 949-6246

**Code Enforcement**  
(239) 949-6257

**Parks & Recreation**  
(239) 992-2556

**Community Development**  
(239) 444-6150

Charlotte Miller  
FPL Area Manager, SW Florida  
External Affairs  
1813 Lee Street  
Fort Myers, Florida 33901

Re: Ordinance No. 16-15,  
FPL Company Non-Exclusive  
Electric Utility Franchise

Dear Ms. Miller:

Enclosed per your request, please find a certified copy of the above reference Ordinance, as adopted by City Council on August 17, 2016.

If you need anything further, or if I can be of further assistance, please feel free to call.

Very truly yours,

  
Debra Filipek  
City Clerk

DAF  
Enclosure

cc: Carl Schwing, City Manager  
Arleen Hunter, Assistant City Manager  
Audrey E. Vance, City Attorney  
Anne Wright, Finance Director  
Patrick M. Bryan, Senior Counsel

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Section 5(c): It is further provided that the Grantor shall have the option, subject to the limitations specified below, once each calendar year to increase or reduce the amount to be paid by the Grantee as consideration for this franchise, such option to be exercised by the adoption of an ordinance, certified copy of



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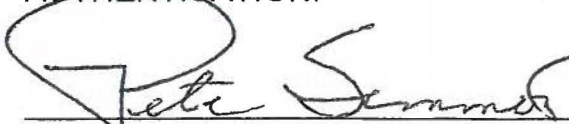
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AUTHENTICATION:

  
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Mayor

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

Vote:

DeWitt	Aye	Quaremba	Aye
Forbes	Aye	Simmons	Nay
Gibson	Nay	Slachta	Aye
O'Flinn	Aye		

Date filed with City Clerk:

8/18/16

**I CERTIFY THAT THIS IS A CORRECT AND TRUE COPY OF AN OFFICIAL PUBLIC RECORD FILED WITH THE CITY CLERK OF BONITA SPRINGS, FLORIDA.**

**BONITA SPRINGS CITY CLERK**

[Signature]

City Clerk

Date:

8/17/16