

ORDINANCE NO. C-09-26

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE ELECTRIC FRANCHISE, PROVIDING FOR MONTHLY FRANCHISE FEE PAYMENTS TO THE CITY; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, INCLUDING PROVISIONS FOR INDEMNIFICATION; MAINTENANCE OF BOOKS AND RECORDS AND THE RIGHT TO AUDIT SAME; MOST FAVORED NATIONS CLAUSE PROTECTING THE CITY; IMPOSITION OF RESTRICTIONS ON CITY COMPETING BY SELLING ELECTRICITY; AUTHORITY OF CITY TO GENERATE ELECTRICITY TO TRANSMIT BETWEEN CITY FACILITIES; PROVISIONS RESPECTING FORFEITURE OF THE FRANCHISE; GRANTING TO CITY THE OPTION TO PURCHASE FACILITIES AT THE END OF THE TERM; AND PROVIDING AN EFFECTIVE DATE.

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*Be it Ordained by the City Commission of the City of Fort Lauderdale, Florida:*

**WHEREAS**, the City Commission of the City of Fort Lauderdale, Florida recognizes that the City of Fort Lauderdale and its citizens need and desire the continued benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City of Fort Lauderdale does not desire to undertake to provide such services; and

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

**EXHIBIT 3  
CAR 09-1530**

**WHEREAS**, the City of Fort Lauderdale is vested with jurisdiction, authority and control of certain public rights-of-way within its corporate boundaries based upon functional classifications under the Florida Transportation Code and is responsible for management of such public rights-of-way and balancing the competing needs for use of its public rights-of-way with regard to, among other matters, installing, constructing, placing, maintaining, operating and relocating, from time to time, over, across, under, above and within any public right-of-way any aerial or underground electric generating and transmission facilities, telephone transmission facilities, telegraph transmission facilities, electronic data transmission facilities, communication services facilities, lines, poles, pole lines, anchors and guys appurtenant thereto; water systems facilities; sewer systems facilities; storm drainages facilities; fire suppression systems and hydrants; gas transmission mains, lines and appurtenances thereto; pipelines; fences; gasoline tanks and pumps; roadway lighting systems facilities and appurtenances thereto; traffic control systems facilities; vehicular and non-vehicular traffic, including, but not limited to motor vehicles, bicycles, pedestrians, mass transit systems and other public utility systems; and the City of Fort Lauderdale has authority and responsibility for the promulgation and enforcement of rules and regulations regarding the administration of public rights-of-ways for the purposes, uses and functions as stated above; and

**WHEREAS**, the City of Fort Lauderdale City Commission adopted Ordinance No. C-79-70 on October 2, 1979 and FPL filed written acceptance thereof on October 29, 1979, granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("1979 Electric

Utility Franchise"); and

**WHEREAS**, the City Commission of the City of Fort Lauderdale finds that it is in the best public interest to grant a new Electric Utility Franchise to FPL ("2009 Electric Utility Franchise") providing for the payment of fees to the City of Fort Lauderdale in exchange for and in consideration of the nonexclusive right and privilege of utilizing the City's public rights-of-way within the City's jurisdiction and control under the Florida Transportation Code, as hereinafter defined, for supplying electricity and services incidental to the supplying of electricity within the City of Fort Lauderdale free of competition from the City of Fort Lauderdale, pursuant to certain terms and conditions, and

**WHEREAS**, Grantor and Grantee, as hereinafter identified, stipulate and agree that the franchise fee identified herein is reasonably related to the value of the Grantor's agreement to not compete under Section 9 hereof, the extent of Grantee's use of the Grantor's public rights-of-way (as hereinafter identified); and the value of other consideration as set forth in this 2009 Electric Utility Franchise; and

**WHEREAS**, the City Commission of the City of Fort Lauderdale deems it to be in the best interest of the City of Fort Lauderdale and its citizens to adopt the 2009 Electric Utility Franchise.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:**

**SECTION 1. Grant of Electric Utility Franchise; Term of Franchise.** That there is hereby granted to Florida Power & Light Company, its successors and assigns, (herein called the "Grantee") for a period of thirty (30) years from the date of acceptance hereof by Grantee, the nonexclusive right, privilege, or franchise to construct, install, locate, relocate, maintain, and operate in accordance with the National Electrical Safety Code to the extent applicable, in, under, upon, over, and across the present and future streets, alleys, bridges, publicly dedicated rights-of-way that have been classified as "city streets" under the Florida Transportation Code and publicly dedicated utility easements, but not including easements granted to Grantee (hereinafter called "public rights-of-way") in the City of Fort Lauderdale, Florida, (herein called the "Grantor") and its successors and assigns, throughout all of Grantor's incorporated areas, as such incorporated areas may be constituted from time to time, and subject to any applicable federal, state and local laws, statutes, ordinances, rules and regulations, including Grantor's valid regulation of public rights of way with respect to electrical construction, installation, location, relocation and maintenance, of electric light and power facilities (including conduits, poles, wires, transmission and distribution lines, and appurtenances incidental thereto) installed in conjunction with and ancillary to Grantee's electrical generating, transmission and distribution operations and, for Grantee's own facility-to-facility use, telephone, telegraph and telecommunication lines and facilities) (hereinafter called "facilities") for the purpose of supplying electricity to Grantor, and its successors, and inhabitants thereof, and persons beyond the limits thereof ("2009 Electric Utility Franchise").

**SECTION 2. Condition Precedent; Acceptance by Grantee.** As a condition precedent to the taking effect of this Grant, Grantee shall have filed its acceptance hereof with the Grantor's clerk within thirty (30) days of the date this ordinance is adopted on second reading.

**SECTION 3. Facilities Requirements.**

(a) That the facilities of Grantee shall be so located, relocated, installed, constructed and so erected as to not unreasonably interfere with the convenient, safe, continuous use or the maintenance, improvement, extension or expansion of any public "road" as defined under the Florida Transportation Code, nor unreasonably interfere with reasonable egress from and ingress to abutting property.

(b) To minimize such conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction or erection of all facilities shall be made as representatives of the Grantor may prescribe in accordance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations and pursuant to Grantor's valid rules and regulations with respect to utilities' use of public rights-of-way relative to the placing and maintaining, in, under, upon, along, over and across said public rights of way, provided, such rules and regulations shall be

(i) for a valid municipal purpose,

(ii) shall not prohibit the exercise of Grantee's right to use said public rights-of-way for reasons other than conflict with the standards set forth above,

(iii) shall not unreasonably interfere with Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all its customers while not conflicting with the standards set forth above, or

(iv) shall not require relocation of any of the Grantee's facilities installed before or after the effective date hereof in any public right-of-way unless or until the facilities unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of such public "road".

(c) Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should, unless otherwise permitted, be installed near the outer boundaries of the public rights-of-way to the extent possible and such installation shall be consistent with the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

(d) When any portion of a public right-of-way is excavated, damaged or impaired by Grantee or any of its agents, contractors or subcontractors because of the installation, inspection, or repair of any of its facilities, the portion so excavated, damaged or impaired shall, within a reasonable time and as early as practicable after such excavation, be restored to its

original condition before such damage by the Grantee at its expense.

(e) In the event the Grantor requires removal or relocation of Grantee's facilities because the facilities unreasonably interfere with the standards set forth in subsection (a) above, and Grantee fails to remove or relocate such facilities at Grantee's expense within thirty (30) days after written notice from Grantor, then Grantor may proceed to cause the facilities to be removed or relocated and the expense therefore shall be charged against the Grantee.

(f) The Grantor shall not be liable to the Grantee for any cost or expense incurred in connection with the relocation of any of the Grantee's facilities required under this Section, except, however, that Grantee may be entitled to reimbursement of its costs and expenses from others and as provided by law.

**SECTION 4. Indemnification of Grantor.** Acceptance of this ordinance by Grantee shall be deemed an agreement on the part of Grantee to indemnify Grantor, its officers, agents, servants, employees, or contractors and hold it harmless against any and all liability, loss, costs, damages, attorneys' fees, or expense which may accrue to or be incurred by or charged or sought against Grantor or any of its officers, agents, servants, employees or contractors by reason of installation, location, relocation, construction, reconstruction, operating, maintenance or repair of Grantee's facilities or acts or omissions of negligence, gross negligence or intentional torts, default or misconduct of the Grantee, its officers, directors, agents, servants,

employees, contractors or subcontractors. The indemnity hereunder includes not only the reasonable costs, expenses and attorneys' fees incurred by the Grantor in defense of any third party's claim (prior to and during all phases of litigation, including trial and post trial and appellate proceedings) and also includes the reasonable costs, expenses and attorneys' fees incurred by the Grantor in the event it must enforce the terms of this indemnity prior to and during all litigation including trial, post trial and appellate proceedings. This indemnity shall survive termination of this franchise.

**SECTION 5. Rates, Rules and Regulations of Grantee.** That all rates and rules and regulations established by Grantee from time to time shall at all times be reasonable, subject to and not in conflict with such rules and regulations as may be provided by law.

**SECTION 6. Franchise Fee; Calculation; Payment.**

(a) As a consideration for the nonexclusive right to use the Grantor's public rights-of-way under this 2009 Electric Utility Franchise, the Grantor's agreement to not compete with the Grantee as set forth in Section 9 hereof, and other valuable consideration all as set forth herein, the Grantee shall pay to the Grantor a franchise fee, commencing ninety (90) days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which when added to the amount of all licenses, excises, fees, charges and other

impositions of any kind whatsoever (except ad valorem tax and non-ad valorem assessments on property) levied or imposed by the Grantor against Grantee's property, business or operations during the Grantee's monthly billing period ending sixty (60) days prior to each such payment will equal 6.0 percent of the Grantee's billed revenues including fuel charges, less actual write-offs from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff within the incorporated areas of the Grantor ("Retail Customers")) 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 6.0 percent of such revenues for any monthly billing period of the Grantee. Grantee shall continue to receive franchise payments under the 1979 Electric Utility Franchise during the period between the effective date of this franchise and the first payment hereunder.

(b) The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described herein, and that such revenues do not include, by way of example and not limitation:

- (1) Revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas);
- (2) Revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities);
- (3) Revenues from Sales to Railroads and Railways (service supplied for

propulsion of electric transit vehicles);

- (4) Revenues from Sales for Resale (service to other utilities for resale purposes);
- (5) Franchise fees;
- (6) Late Payment Charges as described in Grantee's tariff; and
- (7) Field Collection Charges as described in Grantee's tariff;-and
- (8) Other service charges permissible under Grantee's tariff.

**SECTION 7. Grantee's Books & Records; Audit; Maintenance.** Grantor may, at its option, upon reasonable notice within one hundred eighty (180) days to Grantee after each anniversary date of this franchise, at the sole expense of Grantor, examine the books and records of Grantee as such books and records relate to the calculation of the franchise fee payment to the Grantor for the preceding such anniversary date. Grantee shall use a system of accounts and form of materials as prescribed by applicable law or regulation. Grantee shall attach to each payment to Grantor a statement of its gross revenues against which the franchise fee is to be calculated as to all Retail Customer accounts. Acceptance of payment by Grantor shall not estop Grantor from asserting that the amount paid is not the amount due. Grantee shall supply all accounts and records of Grantee that Grantor may reasonably request or require relative to calculating the franchise fee. Such examination of books and records of Grantee by Grantor shall be made during the regular business hours of the Grantee at the general office of the

Grantee. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. Records shall be retained by Grantee for a period of five (5) years. The provisions of this Section 7 shall survive termination of this franchise.

**SECTION 8. Most Favored Nations.** If during the term of this franchise the Grantee enters into a franchise agreement with any other municipality located in Broward or Miami-Dade County, Florida, the terms of which provide for the payment of franchise fees by the Grantee at a rate greater than 6.0% of the Grantee's revenues for all Retail Customers, under the same terms and conditions as specified in Section 6 hereof, then the Grantee, upon written request of the Grantor, shall enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 6, utilizing the same terms and conditions as set forth in Section 6 hereof shall be that greater rate provided for such other municipality within Broward or Miami-Dade County; provided, however, that if the

franchise with such other municipality within Broward or Miami-Dade County contains additional benefits given to Grantee in exchange for the increased franchise rate, which such additional benefits are not contained in this 2009 Electric Utility Franchise, such new franchise agreement shall include those additional benefits to the Grantee.

**SECTION 9. Non-Competition by Grantor.**

(a) As a further consideration during the term of this franchise, Grantor agrees not to engage in the business of distributing and/or sale, in competition with Grantee, of electric capacity and/or electric energy to any Retail Customer of electric utility service or to any electrical distribution system established solely to serve any Retail Customer formerly served by the Grantee. Grantor further agrees not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) other than governmental bodies, to any other Retail Customer's facility(ies). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

(b) Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before

the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have ninety (90) days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, then the Grantor shall be obligated to purchase from the Grantee electric capacity and/or electric energy to serve the previously identified facilities of the Grantor at the rates, terms and conditions offered by Grantee that are equal to or better than those offered by the other person for a term no shorter than that offered by the other person. Grantor shall have a period of sixty (60) days within which to accept the rates, terms and conditions offered by Grantee. In the event Grantor fails to accept such offered rates, terms and conditions offered by Grantee, then such offered rates, terms and conditions shall be deemed withdrawn and of no further force and effect. If the Grantee does not agree to offer rates, terms and conditions which are equal to or better than the other person's offer within the ninety (90) day period specified above, then Grantor may purchase such electric capacity and/or electric energy from such other person and all of the terms and conditions of this franchise shall remain in effect.

**SECTION 10. Buy-Out Provision.** Grantor reserves the right, upon the expiration or termination, as may be permitted under this 2009 Electric Utility Franchise, of the franchise term

herein provided, to purchase the property of the Grantee used under this grant for the transmission or distribution of electric energy. The amount to be paid shall include the reproduction cost of the property sought to be acquired, less depreciation, together with the going concern value and severance costs. All closing costs of such purchase shall be borne by Grantor. If the Grantor and Grantee are unable to agree upon the amount to be paid, the amount shall be determined by a jury in a declaratory action which may be instituted by either Grantor or Grantee. Each party shall bear its own experts' and attorneys' fees and costs. Nothing herein contained shall require Grantor to acquire Grantee's property, or renew the franchise herein granted.

**SECTION 11. Legislative or Regulatory Action.** If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee reasonably determines that its obligations hereunder, or otherwise resulting from this franchise in respect to the franchise fee, place it at a material competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such material competitive disadvantage is, in the reasonable

determination of Grantee, not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 120 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the material competitive disadvantage and the objective basis or bases of the material competitive disadvantage. The Grantor shall then have 120 days in which to correct or otherwise remedy the material competitive disadvantage. If such material competitive disadvantage is, in the reasonable determination of Grantee, not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice. Nothing contained herein shall be construed as constraining Grantor's rights to legally challenge at any time FPL's determination of material competitive disadvantage leading to termination under this Section 11 and/or 14.

**SECTION 12. Default by Grantee; Forfeiture.** That failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance, shall be grounds for a forfeiture of this grant, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by Grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that Grantee has failed to comply in a material respect with any of the provisions of this franchise, and the Grantee shall have six (6) months after the

final determination of the question, to make good the default before a forfeiture shall result with the right in Grantor at its discretion to grant such additional time to Grantee for compliance as necessitates in the case require.

**SECTION 13. Default by Grantor.** Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to:

- (i) denying the Grantee use of public rights-of-way for reasons other than as set forth in Section 3;
- (ii) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; or
- (iii) unreasonable delay in issuing the Grantee or its agents, contractors or subcontractor a permit to construct its facilities in public rights-of-way,

shall constitute breach of this franchise and entitle the Grantee to withhold such portion of the payments provided for in Section 6 hereof as a court of competent jurisdiction determines to be equitable, just and reasonable under all the circumstances until such time as a permit is issued or a court of competent jurisdiction has otherwise reached a final determination dispositive of the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

**SECTION 14. Competitive Disadvantage; Termination by Grantee.** If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee reasonably determines are materially more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least ninety (90) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers materially more favorable and the objective basis or bases of the 120 days in which to correct or otherwise remedy the competitive disadvantage complained of by the Grantee. If the Grantee reasonably determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

**SECTION 15. Person.** As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint

venture, a governmental authority or any other entity of whatever nature.

**SECTION 16. Undergrounding of Facilities.** Grantee understands and acknowledges that Grantor's policies strongly favor undergrounding of utilities and improvement of safety and aesthetics. Grantee has filed a tariff and has adopted a Mechanism for Governmental Recovery of Undergrounding Fees (MGRUF), along with other undergrounding tariffs. Requests made by Grantor for undergrounding shall be implemented by Grantee with the applicable tariffs in effect on the date of Grantor's request.

**SECTION 17. Renewable Energy.**

(a) The parties recognize that it is in the best interests of the City of Fort Lauderdale, its residents, businesses and inhabitants thereof to reduce and control the growth rates of electric consumption; to reduce the growth rates of weather-sensitive peak demand; to increase the overall efficiency and cost-effectiveness of electricity production and use and to encourage further development of demand-side renewable energy systems. To that end Grantor and Grantee agree to use their best efforts to cooperatively work each with the other to promote incentives for customer-owned and utility-owned energy efficiency and demand-side renewable energy intended to offset all or part of a customer's electricity requirements.

(b) Grantor may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned by the Grantor for storage or utilization at that facility or other Grantor

facilities, operations or equipment; (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at Grantor's facilities, operations or its equipment; and (iii) sell electric capacity and/or energy to Grantee or other wholesale purchaser in compliance with applicable rules and regulations controlling such transactions.

**SECTION 18. Smart Grid Technology.** Grantee acknowledges that Grantor's policies strongly favor the widespread dissemination of meters featuring "smart grid technology" which utilize an interactive monitoring network capable of providing real time electrical energy usage information to both Grantee and Grantee's Retail Customers via an advanced, two-way communication device. If this technology is implemented by Grantee, Grantee shall utilize its best practicable efforts to provide Retail Customers located in the incorporated area of Grantor receipt of such technology.

**SECTION 19. Infrastructure Hardening.** Grantee understands and acknowledges that Grantor's policies strongly favor strengthening electric utility infrastructure. Grantee has filed and received Florida Public Service Commission (FPSC) approval for a plan which includes strengthening feeders delivering power to critical infrastructure facilities, including feeders located within the Grantor's boundaries. Subject to continued FPSC or regulatory approval, Grantee will implement its infrastructure hardening plan within the Grantor's boundaries.

**SECTION 20. Effective Date.** This ordinance shall take effect on the date upon which Grantee files its acceptance, subject to the time limitation prescribed in Section 2 above.

**SECTION 21. Severability.** That if any clause, section, provision or other part of this ordinance or any portion thereof shall be held invalid or unconstitutional by a court of competent jurisdiction, then said holding in no way affects the validity of the remaining portions of this ordinance. Notwithstanding the foregoing, it is expressly provided that if any of the provisions of Sections 1, 3, 6, 8, 9, 10, 11, and 14 of this Ordinance are held invalid or unconstitutional, the parties shall attempt in good faith to negotiate a new lawful agreement that restores the fundamental terms of the original agreement. In the event the parties are unable to reach a new lawful agreement, the ordinance shall be null and void and of no force and effect.

PASSED FIRST READING this the 15th day of September, 2009.

PASSED SECOND READING this the \_\_\_\_ day of \_\_\_\_\_, 2009.

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Mayor  
JOHN P. "JACK" SEILER

ATTEST:

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City Clerk  
JONDA K. JOSEPH