



City of Indian Harbour Beach Staff Report

City Council Agenda Item

First reading of Ordinance No. 2024-04 Florida City Gas franchise agreement

Meeting Date: August 13, 2024

Attachments: Ordinance 2024-04 and business impact estimate

Staff Recommendation:

Approve on first reading Ordinance No. 2024-03 enacting a new 30-year franchise agreement with Florida City Gas.

Background Information:

On March 8, 1994, the City adopted Ordinance No. 94-01 granting City Gas a 30-year non-exclusive franchise agreement to provide high-quality gas service in the City and to allow City Gas limited use of City right-of-ways. Staff approached Florida City Gas (successor to City Gas) in early 2024 to begin negotiating a new franchise agreement. A draft agreement, vetted through each party's legal counsel, was reached last month.

The essentials of the prior agreement are carried forward into the new agreement with minor changes. As with the old agreement, Ordinance No. 2024-04 contains a monthly franchise fee payable to the City of six percent less actual write-offs from the sale, transportation, distribution or delivery of natural gas to customers within the City

A business impact estimate is attached and was posted on the City's website in accordance with Florida Statutes 166.041(3)(a).

Staff recommends the City Council approve on first reading Ordinance No. 2024-04 enacting a new 30-year franchise agreement with Florida City Gas.

Indian Harbour Beach Business Impact Estimate

This estimate shall be posted on the City's website no later than the date the required notice is published in accordance with F.S. 166.041(3)(a).

Proposed ordinance's title/reference:

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, FLORIDA, APPROVING AND GRANTING TO PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE GAS FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENT OF A FRANCHISE FEE TO THE CITY; PROVIDING FOR AUDITS, IDENTIFICATION OF CITY BOUNDARIES, FORFEITURE OR REVOCATION AND DESIGNATED REPRESENTATIVE; PROVIDING A NON WAIVER PROVISION; PROVIDING PROVISIONS FOR A RIGHT TO ENFORCE, ENTIRETY AND GOVERNING LAW; PROVIDING FOR PUBLIC RECORDS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

In accordance with F.S. 166.041(4)(c) and related to the above proposed ordinance and a requirement for a Business Impact Estimate (select one):

- No exceptions apply, see Business Impact Estimate below
- Exception(s) apply, however, the city has completed a Business Impact Estimate below to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance
- Exception(s) apply and a Business Impact Estimate is not required

Mark any exceptions (select all that apply, or none):

- Ordinance is required for compliance with federal or state law or regulation
- Ordinance relates to the issuance or refinancing of debt
- Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the city
- Ordinance is an emergency ordinance
- Ordinance relates to procurement
- Ordinance enacted to implement:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

Indian Harbour Beach Business Impact Estimate

- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare of the city):

Response:

A new franchise agreement with Florida City Gas will provide a continuation of a alternate revenue stream lessening the reliance upon property taxes levied against property owners. The agreement provides defined parameters of Florida City Gas' rights to use City right-of-ways and their obligations to make repairs to any City infrastructure they damage in the course of maintaining or extending their services to residents.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
- c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Response:

No new taxes or fees will be imposed as a result of adoption of this ordinance. Customers of Florida City Gas will pay the same fee (as compared to the prior franchise agreement) to the company enabling Florida City Gas to remit a 6% franchise fee to the City

3. Good faith estimate of the number of businesses in the city likely to be impacted by the proposed ordinance:

Response:

As of August 5, 2024, there were 479 businesses (248 brick and mortar and 129 home businesses) within the City with physical locations. However, the City does not have information on the number of businesses who elect to use Florida City Gas' services.

Indian Harbour Beach Business Impact Estimate

7. Additional information the city determines may be useful:

Response:

The proposed new noise ordinance will not have a negative impact on any business since proposed there is not increase in fees to be paid by Florida City Gas and raised indirectly from residents who use their services.

CITY OF INDIAN HARBOUR BEACH

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, FLORIDA, APPROVING AND GRANTING TO PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE GAS FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENT OF A FRANCHISE FEE TO THE CITY; PROVIDING FOR AUDITS, IDENTIFICATION OF CITY BOUNDARIES, FORFEITURE OR REVOCATION AND DESIGNATED REPRESENTATIVE; PROVIDING A NON WAIVER PROVISION; PROVIDING PROVISIONS FOR A RIGHT TO ENFORCE, ENTIRETY AND GOVERNING LAW; PROVIDING FOR PUBLIC RECORDS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of INDIAN HARBOUR BEACH (“City”) desires to grant a non-exclusive franchise to permit the construction, maintenance, and operation of natural gas facilities within the City; 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 does not desire to undertake to provide such services; and

WHEREAS, Pivotal Utility Holdings, Inc. d/b/a Florida City Gas (“FCG”) is a public utility which has the demonstrated ability to supply such services;

WHEREAS, FCG and the City desire to enter into a franchise agreement providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of

supplying natural gas and other services within the City free from competition from the City, pursuant to certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIAN HARBOUR BEACH, FLORIDA AS FOLLOWS:

Section 1. Incorporation of Recitals: The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Definitions:

- (a) “City shall mean City of INDIAN HARBOUR BEACH, a political subdivision of the State of Florida.
- (b) “Franchise” shall mean this Agreement and the rights granted to Franchisee hereunder.
- (c) “Franchisee” shall mean Pivotal Utility Holdings, Inc., a New Jersey corporation d/b/a Florida City Gas, and its successors and approved assigns.
- (d) “Gas System Facilities” or “Facilities” shall mean and include, but not be limited to, gas mains, pipes, supply pipes, conduits, ducts, service connections, manholes, regulators, drip pots, control devices and any other hardware or other appurtenances used as a means of conveying, distributing or selling natural gas for the purpose of supplying natural gas to the meter of the Customer, constructed both prior to and during the term of this Agreement.

- (e) “Customers” shall mean all residences, businesses, governmental entities and industrial establishments located within the City purchasing natural gas from Franchisee.
- (f) “FPSC” shall mean the Florida Public Service Commission or its successor agency or agencies.
- (g) “Franchise Fee” shall mean the fees described in Section 8 of this agreement.
- (h) “Gross Revenues” shall mean any revenues recognized in accordance with General Accepted Accounting Procedures (GAAP) derived from the services charges, customer charges, energy charges (including ECCR factor charges, CRA factor charges and margins and/or surcharges and any other energy based charges approved for billing Customers by the FPSC) and, for customers who purchase gas from Franchisee, gas charges, and any applicable minimum charges or discount, as such charges and discounts are defined in Franchisee’s tariffs for both transportation Customers of Franchisee and Consumers purchasing gas from Franchisee. Gross Revenues shall not include any taxes, or other governmental fees and charges which are paid to tax authorities. Gross Revenues shall not include bad debt, uncollectable accounts, interest, returned check charges, late fees, connection, re-connection, disconnection, convenient fees and any other miscellaneous charges related to account changes and updates as well as any revenue derived from appliance leasing and any warrantee and repair plan activity derived from appliance leasing.

- (i) “Natural Gas” shall mean natural gas in a gaseous state unmixed or a mixture of natural and artificial gas, whether manufactured, “landfill” or otherwise.
- (j) “Uncollectible Accounts” shall mean any account which has been closed.

Section 3. Franchise: The City hereby grants to the Franchisee, and the Franchisee hereby accepts, the non-exclusive right, privilege and franchise, for the period of thirty (30) years from the effective date hereof, to construct, maintain and operate only Gas System Facilities in, under, upon, over and across the present and future public streets, alleys, bridges, easements and other public rights-of-way within the City. The Franchisee shall construct, maintain and operate Gas System Facilities in accordance with established industry practices, and applicable federal, state and local law, including the orders, rules and regulations of the FPSC or any other regulatory body having jurisdiction over the Franchisee and, to the extent permitted by law, the City’s installation, maintenance and operation standards in respect of natural gas.

The City acknowledges that the rates, fees, and charges that Franchisee charges its Customers are determined by the FPSC.

This grant of authority to Franchisee is strictly limited to the provision of natural gas service only. It is explicitly recognized that this Franchise does not limit the Franchisee’s ability to operate a liquefied petroleum (commonly referred to as LP gas, bottled gas, or propane) business within the City, similar to any other liquefied petroleum business, nor does it limit the City’s ability to assess a franchise fee upon the liquefied petroleum business within the limits permitted under Florida law.

Franchisee may, without obtaining the City's consent, pledge this Franchise and/or the facilities as security.

Section 4. Use and Maintenance of Public Rights-of-Way: Franchisee's Gas System Facilities shall be located or relocated and so constructed as not to interfere with, including but not limited to, sanitary sewers, drainage systems, water pipes, electrical conduits, communication cables, fiber optics or other fiber lines or other public utility service facilities, existing at the time of such location, relocation or construction. The Franchisee's Facilities shall not obstruct or interfere with the public uses of streets, roads, highways, right-of-ways or alleys, or create any conditions which are or may become dangerous to the traveling public. Franchisee shall attempt to minimize above grade facilities, and such facilities shall be installed near the outer boundaries of the public rights-of-way when appropriate. The location or relocation of all Facilities shall be made after Franchisee has received all applicable permits, approvals and permissions from the City and such other governmental entities as may be necessary, and the location(s) or relocation(s) shall be subject to the City's approval. Franchisee shall perform exploratory soft-digs of critical City's water and sewer lines, as deemed necessary by the City's Utilities or Public Works department, along proposed Franchisee's facilities and prior to issuance of permits to construct in the City's right-of-way. In consideration for the Franchise Fee paid under this Agreement, the Franchisee will not be assessed any permit fees associated with the installation, construction, repair or maintenance of any Gas System Facilities within the public rights-of-way. In the event that Franchisee is acting in its proprietary function as a retail provider of gas equipment or appliances, Franchisee shall seek the appropriate permits from the City. Franchisee shall cooperate with the City

at all times by providing timely and complete information regarding the location of its Facilities. Franchises and City shall cooperate and coordinate their efforts to make the most efficient and economical use of the public rights-of-way and the Gas System Facilities.

If any public street, highway or avenue is to be paved by the City, the City will use reasonable efforts to give written notice to the Franchisee not less than ninety (90) days prior to the commencement of paving. Provided the Franchisee does not already have a main in the street, highway or avenue to provide natural gas service to the surrounding houses and other structures, Franchisee shall survey the surrounding houses and other structures to determine whether, in its sole discretion, construction of Gas System Facilities in the street, highway or avenue in question is economically feasible. Where such construction is determined to be economically feasible, the Franchisee shall construct such Gas System Facilities in the public street, highway, or avenue in question prior to paving by the City. However, in the event the Franchisee believes that such construction may not be completed prior to City's planned paving schedule, the Parties will attempt to negotiate a revised paving schedule satisfactory to both Parties; provided, however, that if a delay in paving will cause additional expense to the City, or substantial inconvenience to the residents of the City, the City may proceed with its original paving schedule.

The Franchisee shall, at its own expense, replace, repair and restore in a timely manner any sidewalk, street, alley, pavement, water, sewer or other utility line or appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged or displaced by the Franchisee in the conduct of its

operations, and shall, at a minimum, restore all property to a condition equivalent to the condition immediately prior to the work and/or changes made by the Franchisee. Franchisee shall minimize road cuts whenever possible. If road cuts are inevitable, Franchisee shall restore the asphalt pavement for a length of fifty (50) feet in each direction for the width of the lane, centered along the road cut. Franchisee shall take safety precautions to alert the public of work, which may include, but is not limited to, the use of barricades and signs and traffic control provided by the City's Police Department to be paid for by Franchisee at rates negotiated with the City.

This City shall not require the relocation of any of the Franchisee's Facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic.

Section 5. Insurance: The Franchisee, at all times during the exercise of its Franchise, shall carry general liability insurance in the amount of Five Million Dollars and No Cents (\$5,000,000.00) to indemnify any persons sustaining personal injury or property damage as a result of the actions of the Franchisee in the construction, operation or maintenance of its Facilities in accordance with the terms of Section 7. Indemnification hereof. The City shall be named as an additional insured. Notwithstanding the foregoing, the Franchisee may meet the insurance minimum using, in part or whole, any combination of self-insurance and captive insurance. In the event Franchisee elects to meet the insurance minimum using, in part or whole, any combination of self-insurance or captive

insurance, the Franchisee shall provide the City with documentation attesting to its qualified status.

Section 6. Accidents or Damages; Emergencies: The City shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage that may occur in the course of the construction, operation or maintenance of any of its Facilities by Franchisee, and its employees, agents, contractors, and any third parties hired by Franchisee to perform any aspect of Franchisee's responsibilities under this Agreement, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes.

Section 7. Non-Competition by City: While this franchise is non-exclusive, the City specifically agrees that it shall not, during the term of this grant, or any extensions thereof, engage in the business of distributing and selling gas in competition with the Franchisee, its successors or assigns.

Section 8. Indemnification: Franchisee shall indemnify, defend and hold harmless the City, its council members, officers, agents and employees from and against any and all claims, suits, actions, regulatory or administrative proceedings (including reasonable attorney's fees, including appeals), costs, liabilities and expenses, whether suit be brought or not, arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property

sustained by any person or entity (collectively “Claims”) caused by or arising out of Franchisee’s negligence, intentional torts, strict liability, or breach of applicable law in connection with the construction, operation or maintenance of its Gas System Facilities within the City, except for Claims caused by or arising out of the negligence, strict liability, intentional torts, breach of applicable law or breach of this Agreement by the City. Nothing in this Agreement shall be construed to affect in any way the City’s rights, privileges, and immunities under the doctrine of “sovereign immunity” as set forth in Section 768.28, Florida Statutes. The provision of this Section shall survive the termination of this Agreement.

Section 9. Franchise Fee: Within sixty (60) days after the close of the first full billing month (payment for which shall include any prior partial month) following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Franchisee shall pay to the City a Franchise Fee equal to six percent (6%), less actual write-offs, from the sale, transportation, distribution or delivery of natural gas to Customers within the City. For purposes of this section, the term “write-offs” refers to uncollectable billed revenues from the sale, transportation, distribution or delivery of natural gas to Customers within the City.

Section 10. Accounts and Records; Rights to Audit: The City may, at its own expense, upon reasonable notice and within ninety (90) days after each anniversary date of this Franchise, examine the Franchisee’s records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at Franchisee’s office where such records are maintained. Records not prepared by Franchisee in the ordinary course of business or as

required herein may be provided at the City's expense and as the City and Franchisee may agree in writing. Information identifying Franchisee's customers by name or their gas consumption shall not be taken from Franchisee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the City, shall be reported to Franchisee. The City's examination of Franchisee's records in accordance with this Section shall not be conducted by any third party employed or retained by the City whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. At the City's request no more than once annually, Franchisee will provide to the City an electronic version of a billing list of all Franchisee customer addresses within the incorporated areas of the City. The City will respect Franchisee's confidential documents to the extent permitted by Florida's Public Records Law, Chapter 119. The City will be given access to confidential documents while on Franchisee premises, and to the extent permitted by Florida's Public Records Law, Chapter 119, shall not remove those confidential documents from Franchisee premises unless expressly authorized to do so by Franchisee. Information relative to this audit and likely to be deemed confidential by Franchisee includes, but is not limited to, nonpublic customer or customer account information, nonpublic policies and procedures, and any other nonpublic information that gives Franchisee an opportunity to gain an advantage over its competitors.

Section 11. Identification of City Boundaries: No less than thirty (30) days prior to the Effective Date, the City shall use reasonable efforts to deliver to the Franchisee such information (including City limit streets and block numbers) as is needed by the Franchisee to determine which of its customers are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the

effectiveness of any change in said limits, whether by addition, annexation or consolidation, or upon the Franchisee's request. The Franchisee shall be relieved of any obligation to pay franchise fees only for those customers located in such limits not disclosed to Franchisee.

Section 12. Forfeiture or Revocation of Franchise: The Franchisee's material failure to comply in any respect with any of the provisions of this Franchise after written notice from City and a reasonable opportunity, no less than one hundred and eighty (180) days, to cure shall be grounds for forfeiture of this Franchise pursuant to which the City shall have the right to revoke and cancel all franchise rights granted in this Agreement; provided, however, that Franchisee's failure to comply with any provision of this Franchise as the result of a strike, lockout, or any other cause beyond the reasonable control of the Franchisee (collectively "Force Majeure") shall not constitute grounds for the City's revocation and cancellation of any rights hereunder. In the event Franchisee in good faith disputes the City's determination of the Franchisee's material non-compliance with the provision(s) of this Franchise specified in the City's notice, or the City disputes the Franchisee's assertion that its failure to comply with the provision(s) of this Franchise was or is the result of Force Majeure, the Franchisee and the City shall negotiate in good faith to resolve the dispute prior to commencing formal legal proceedings.

Notwithstanding any provision to the contrary, Franchisee acknowledges that nothing contained in this Agreement shall constitute a waiver by the City of any rights it may possess at law (including, but not limited to the power of eminent domain), or as afforded under Chapter 166 Florida Statutes.

Section 13. Designated Representatives: The following individuals are designated to represent the City and Franchisee respectively on all matters concerning the Franchise. All written communications shall be given by nationally recognized overnight courier or by certified mail with return receipt requested, to the addresses provided, or at such other address as either Party may advise the other in writing:

For the City:

John W. Coffey, ICMA-CM
City Manager
2055 South Patrick Drive
INDIAN HARBOUR BEACH, FL 32901

For the Franchisee:

Florida City Gas
4045 NW 97th Avenue
Doral, FL 33178

With copies to:

General Counsel
500 Energy Lane
Dover, De. 199901

Section 14. No Waiver: Nothing in this Agreement shall be construed as a surrender or waiver by the City of (a) its police powers or the authority to regulate the use of the public streets and/or other public places, provided no regulation contravenes the material terms of this Franchise, and (b) its right to sovereign immunity.

Section 15. Right to Enforce: Except as expressly provided herein, each Party shall have all rights and remedies available in law or in equity in the event of a material breach of any obligation set forth in this Agreement by the other Party.

Section 16. Entirety: This writing embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded.

Section 17. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Florida.

Section 18. Public Records: To the extent required by Chapter 119, Florida Statutes, Franchisee shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Franchise term and following completion of the Franchise term if the Franchisee does not transfer the records to the City.
- d. Upon completion of the Franchise term, transfer, at no cost, to the City all public records in possession of the Franchisee or keep and maintain public records required by the City to perform the service. If the Franchisee transfers all public records to the City upon completion of the Franchise term, the Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Franchisee keeps and maintains public records upon

completion of the contract, the Franchisee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS FRANCHISE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk 321-773-3181, sfrank@indianharbour.org., 2055 S. Patrick Drive, Indian Harbour Beach, Fl. 32937).

Section 19. Conflict; Repeal: Any and all Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

Section 20. Severability: In the event a court of competent jurisdiction shall hold or determine that any part of this ordinance is invalid or unconstitutional, the remainder shall not be affected and it shall be presumed that the City Council did not intend to enact such invalid or unconstitutional provision and such provisions are severable. It shall further be assumed that the City Council would have enacted the remainder of this ordinance without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

Section 21. Effective Date: As a condition precedent to the taking effect of this Franchise, the Franchisee shall file its acceptance hereof with the City's Clerk within thirty (30) days of adoption of this Franchise. The effective date of this Franchise shall be the date upon which the Franchisee files such acceptance.

PASSED AND ADOPTED by the City Council of the City of Indian Harbour Beach, Brevard County, Florida, this ____ day of _____ 2024.

X

Scott Nickle
Mayor

ATTEST:

X

Sue Frank, MMC
City Clerk

First Reading:

Second Reading & Public Hearing:
