

CITY OF FREDERICKSBURG CITY COUNCIL MEETING

MONDAY, FEBRUARY 1, 2016 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Graham Pearson, Council Member
Jerry Luckenbach, Council Member

Gary Neffendorf, Council Member
Bobby Watson, Council Member
Kent Myers, City Manager

(REQUEST ALL PAGERS AND PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL)

A G E N D A

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

Page Ref

1. ORDINANCES - RESOLUTIONS - ACTION ITEMS

- | | |
|---|-------|
| A. Consider Atmos Franchise (second reading) | 1-16 |
| B. Consider Resolution of Support for Housing Tax Credits from TDHCA for Rolling Hills Apartments | 17-21 |
| C. Consider Proclamation for Monarch Butterflies | 22-29 |
| D. Consider Resolution for Justice Assistance Grant for Police Emergency Response Equipment | 30-32 |

2. INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION

- | | |
|---|-------|
| A. Consider Amendment to Sidewalk Plan for Milam Street Sidewalk Improvements | 33-36 |
| B. Consider City Manager 2016 Performance Goals | 37-39 |
| C. Receive and Consider EDC Annual Report | 40 |

3. CITY MANAGER'S REPORT

- A. Update on Animal Shelter Plans
- B. February 8 Special City Council Meeting
- C. Proposed Charter Amendments
- D. City Employee Recognitions

4. ITEMS FOR FUTURE AGENDAS

5. **PUBLIC COMMENTS** This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.

6. **COUNCIL COMMENTS** - No discussion or action may take place

7. **EXECUTIVE SESSION** - Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

A. Executive Session - Deliberations About Real Property

8. ADJOURN



CITY COUNCIL MEMO

DATE: January 26, 2016

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Atmos Franchise

Summary:

The City Council read the Atmos franchise ordinance at your previous meeting. Our City Charter requires that the Council read utility franchise agreements at two Council meetings prior to approval.

Recommendation:

It is recommended that the Council conduct the second reading of the Atmos franchise and then adopt this franchise.

Background / Analysis:

As previously discussed, this franchise was negotiated by City staff and Atmos representatives over the past six months. It includes important updates to our current franchise.

Attachments:

Proposed Atmos Franchise

The City of Fredericksburg

(1)

126 W. Main St. • Fredericksburg, Texas 78624-3708 • (830) 997-7521 • Fax (830) 997-1861


Department Approval


City Manager Approval

The City of Fredericksburg

②

126 W. Main St. • Fredericksburg, Texas 78624-3708 • (830) 997-7521 • Fax (830) 997-1861

ORDINANCE NO _____

ATMOS FRANCHISE ORDINANCE WITH THE CITY OF FREDERICKSBURG

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS CORPORATION, A FRANCHISE FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND USING A GAS UTILITY SYSTEM IN THE CITY OF FREDERICKSBURG, REGULATING THE CONSTRUCTION WORK DONE BY THE GRANTEE IN THE CITY, PRESCRIBING THE RELATIONSHIP AND RELATIVE RIGHTS BETWEEN GRANTEE AND OTHERS WITH RESPECT TO CONSTRUCTION IN THE CITY AND LOCATION OF FACILITIES, PRESCRIBING THE QUALITY OF SERVICE TO BE PROVIDED BY GRANTEE, PROVIDING FOR LIMITATION OF CERTAIN LIABILITIES, PRESCRIBING THE DUTIES, RESPONSIBILITIES, AND RULE MAKING AUTHORITY OF THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE AND THE CITY WITH RESPECT TO ADMINISTRATION OF THIS FRANCHISE, REQUIRING CERTAIN RECORDS AND REPORTS AND PROVIDING FOR INSPECTIONS AND TESTS; RESERVING TO THE CITY COUNCIL THE RIGHT TO SET CHARGES AND RATES OF GRANTEE, PROVIDING FOR CUSTOMER SECURITY DEPOSITS; PROVIDING FOR SUSPENSION OF SERVICE TO A CUSTOMER, PROVIDING FOR ENFORCEMENT OF THE FRANCHISE, PRESCRIBING THE COMPENSATION TO THE CITY FROM THE GRANTEE FOR THE FRANCHISE PRIVILEGE, PROVIDING INDEMNITY OF THE CITY AND ITS EMPLOYEES, PROVIDING FOR INSURANCE AND GOOD FAITH EFFORT PROVISIONS, SETTING FORTH THE TERM OF THE FRANCHISE AND ITS RENEWAL, PRESCRIBING MISCELLANEOUS REQUIREMENTS FOR ADMINISTRATION OF THE FRANCHISE, REPEALING PRIOR FRANCHISE AGREEMENT, PROVIDING FOR ACCEPTANCE BY GRANTEE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Atmos Energy Corporation, is engaged in the business of supplying gas utilities services through its facilities within the City of Fredericksburg to customers throughout the City of Fredericksburg; and,

WHEREAS, Atmos Energy Corporation, and its predecessors have been supplying gas utilities services to customers throughout the City of Fredericksburg pursuant to prior franchise agreements, and the parties desire to continue the franchise relationship;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG:

SECTION 1. GRANTING OF FRANCHISE.

There is hereby granted to Atmos Energy Corporation, Mid-Tex Division, hereinafter called Grantee, for the full term of 15 years from the effective date of this ordinance, the right privilege, and franchise to have, acquire, construct, reconstruct, maintain, use, and operate in the City of Fredericksburg, Texas, hereinafter called City, a gas utility system as defined in the Texas Utilities Code, which shall include, but not be limited to, a gas transmission and distribution system, and to have, acquire, construct, reconstruct, maintain, use, and operate 'in, over, under, along, and across the present and future streets, highways, alleys, bridges, public places and other public ways (collectively and individually referred to as "Public Rights-of-Way," or "Public Right-of-Way") of the City, or within the control of the City, all

necessary or desirable mains, lines, pipes, services, laterals, manholes, valves, gages, vent pipes, regulation stations and other structures and appurtenances in connection with such gas utility system. This Franchise does not authorize Grantee to use any property owned by the City that is not a public right-of-way.

SECTION 2. CONSTRUCTION WORK - REGULATION BY CITY.

(a) Work done in connection with the construction, reconstruction, modification, demolition, maintenance, or repair of the gas utility system shall be in compliance with all applicable laws, rules, and regulations of the City and the State of Texas.

(b) Grantee shall conduct its maintenance, construction, reconstruction, modification, demolition, maintenance, repair or placement of facilities, and excavations in the streets, alleys, and other public rights-of-way in such a way that they will interfere as little as practicable with the use by the general public of the streets, sidewalks, and alleys, and with the use of private property, in accordance with direction given by the authority of the City Council under the police and regulatory powers of the City.

(c) Grantee shall submit engineering plans of those projects involving construction other than a single tap construction in a public right-of-way to the City for review prior to construction and promptly after completion of any construction shall provide to the City accurate and complete "as-built" plans showing the nature and specific location of all work done. Additionally, The Company will provide City a point of contact which will be available 24 hours a day for emergencies.

(d) Except in an emergency Grantee shall comply with applicable City ordinances, and rules pertaining to notification when excavating pavement in an alley, street, or unpaved public right-of-way, and must obtain a permit before commencing any work in the Public Rights-of-Way. Grantee shall notify the City as soon as practical regarding work performed under emergency conditions and Grantee shall comply with the City's reasonable requirements for restoration of the excavated area. Grantee shall promptly restore to its approximate original condition and to the reasonable satisfaction of the City, a street, alley, or public right-of-way excavated by Grantee. .

(e) The City has authority to require Grantee to repair, remove, or abate any pipe or other structure or equipment that is unreasonably dangerous to life or property, and in case Grantee, after notice, fails or refuses to act within a reasonable time, the City has authority to remove or abate the same at the expense of the Grantee, without compensation or liability for damages to Grantee.

SECTION 3. MAINTENANCE OF PIPING.

Grantee shall own, operate and maintain all service lines, which are defined as the supply lines, and attached couplings, valves, risers, fittings and other hardware extending from the Grantee's main up to and including the customer's meter where gas is measured by Grantee. The customer shall own, operate and maintain all yard lines and house piping. Yard lines are defined as the underground supply lines extending from the point of connection with Grantee's customer's meter to the point of connection with such customer's house piping.

SECTION 4. CONFORMANCE WITH PUBLIC IMPROVEMENTS.

(a) Whenever by reason of street widening, straightening or changes in the grade or contours of a street, alley or other public way or in the location or manner of constructing a water pipe, gas pipe, sewer, or other City owned underground or aboveground structure, or for a governmental purpose, it is necessary to remove, alter, change, adapt, or conform the underground or aboveground facilities of Grantee, Grantee shall make the alterations or changes as soon as practicable within industry standards when ordered in writing by the City, without claim for reimbursement or damages against the City. Grantee shall not be required to remove, alter, change, adapt, or conform its facilities without claim for reimbursement if such facilities are not in conflict with construction performed for a governmental purpose as described above. Grantee's facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Grantee to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. If these requirements impose a financial hardship upon the Grantee, the Grantee shall have the right to present alternative proposals for the City's consideration. City agrees to use its best effort to provide Grantee with its annual capital improvements plan as well as any material updates or changes within a reasonable time after they become available. The City shall not require Grantee to remove its facilities entirely from a street, alley, highway, or other public way unless suitable and safe alternatives are available for relocation at no additional cost to Grantee except if for a governmental purpose as described above. Grantee shall not be required to relocate facilities to a depth of greater than four (4) feet below the ground's surface, unless necessary to avoid conflict with existing facilities of other authorized users of the Right-of-Way or proposed placement of City's facilities in the Right-of-Way, or if prior agreement is obtained from Grantee.

(b) When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City or others, Grantee shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law to the extent that such costs are not being otherwise recovered. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Grantee to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. When Grantee is required to initiate a project to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City pursuant to this Franchise, such fact shall be considered as evidence of the project's necessity and prudence for regulatory purposes.

SECTION 5. WORK BY OTHERS.

(a) The City reserves the right to lay, and permit to be laid, sewer, water, and other pipe lines, cables, and conduits, and to do and permit to be done by others any underground or aboveground work that may be necessary or proper in, across, along, over, or under a Public Right-of Way occupied by the Grantee. The City also reserves the right to change any curb, sidewalk, or grade of a street. In permitting this work to be done, the City shall not be liable to the Grantee for any resulting damage, but nothing herein shall relieve any other person or corporation from responsibility, for damages to the facilities of Grantee.

(b) If the City Council authorizes someone other than the Grantee to occupy space under the surface of a Public Right-of-Way covered by this agreement, the grant shall be subject to the rights of the Grantee. If the City Council closes or abandons a street, alley, highway, or public place which contains existing facilities of the Grantee, any conveyance of land within the closed or abandoned street, alley, highway, or public place shall be subject to the rights of the Grantee. Grantee, however, may be ordered to vacate any land so conveyed if an alternate route is practical and if the Grantee is reimbursed by the person to whom the property is conveyed for the reasonable costs of removal and relocation of facilities to the extent that such costs are not being otherwise recovered through Grantee's gas utility rates.

(c) If the City requires Grantee to adapt or conform its facilities, or to alter, relocate, or change its property to enable any other corporation or person, except the City, to use, or use with greater convenience, the street, alley, highway, or public place, Grantee shall not be bound to make any of the changes until the other corporation or person has undertaken, with good and sufficient bond, to reimburse the Grantee for any reasonable cost that will be caused by, or arise out of the change, alteration, or relocation of Grantee's property to the extent that such costs are not being otherwise recovered through Grantee's gas utility rates; provided, however, that the City shall not be liable for the reimbursement.

SECTION 6. AVAILABILITY, CHARACTER OF SERVICE, LIABILITY.

(a) Grantee shall at all times furnish service which is modern and sufficient to meet reasonable demands without undue interruption or fluctuations to any person, firm, or corporation that demands service within the City, upon the terms specified and required by ordinance or rules adopted by the City. Grantee shall make service connections on reasonable demand, without undue delay but before furnishing service may require execution of a service contract. Grantee covenants that it will furnish service, instrumentalities, and facilities that are safe, adequate, efficient, and reasonable and in conformance with then applicable industry standards.

(b) Grantee is not liable for interruptions or fluctuations in service caused by acts of God, war, riots, restraints of governmental authorities, or strikes or other unavoidable occurrences that could not have been foreseen and prevented by a public utility furnishing gas service within the City using commercially prudent management and reasonable care under the circumstances.

SECTION 7. ADMINISTRATION OF FRANCHISE.

(a) The City Manager or the City Manager's designee is the principal City officer responsible for the administration of this franchise and shall oversee and review the operations of Grantee under this franchise.

(b) The City may delegate to the City Manager or the City Manager's designee the exercise of any of the powers conferred upon the City by its charter or by law, relating to the regulation of Grantee in the exercise of the rights and privileges conferred, by this franchise, but the City Council reserves unto itself exclusively the power to fix and regulate the general charges and rates of Grantee, to the full extent that this authority is provided in the charter, this franchise, and State law.

(c) The City Manager or the City Manager's designee may approve or disapprove of miscellaneous fees and charges to the extent permitted by State law, in connection with the rendition of utility service. The City Manager or the City Manager's designee shall have the authority to make and publish, after notice to those affected and a hearing, rules and regulations that are consistent with State law and necessary to carry out the duties and powers conferred upon the City Manager. If Grantee objects to a decision of the City Manager with regard to fees or to a rule or regulation, Grantee may appeal the action of the City Manager to the City Council, and the action or decision appealed shall be suspended until final action by the City Council.

(d) It shall be the right and duty of the City Manager and the City Council at all times to keep fully informed as to all matters in connection with or affecting the construction, reconstruction, maintenance, operation, and repair of the properties of the Grantee, its accounting methods and procedures, the conduct of the Grantee's business in the City, and of service being rendered by Grantee.

(e) The City Manager, upon the filing of the acceptance described below, shall provide Grantee with written notice identifying at least by title one or more City Manager's designees, if any, for administering some or all of the City Manager's functions relating to this Franchise. If more than one designee is identified, the functions assigned to each designee will be stated in the notice with reasonable specificity. Thereafter, the designee or designees shall be changed only after Grantee has been given written notification by the City Manager.

SECTION 8. RECORDS, REPORTS, AND INSPECTIONS.

(a) Grantee shall use the system of accounts and the forms of books, accounts, records, and memoranda accepted by the Railroad Commission of Texas or its successor. Grantee shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, maps, plans and other records of Grantee pertaining to this Franchise ordinance. Grantee shall fully cooperate in making available its records and otherwise assisting in these activities. Grantee shall maintain records, accounts, and financial and operating reports in a manner that will allow the City Manager or the City Manager's designee to determine investment, contributions in aid of construction (CIAC), cost of service, and operating expenses related to providing gas utility service to customers within the City. The City Council, the City Manager or the City Manager's designee may require the keeping of additional records or accounts reasonably necessary for administration of the franchise. If Grantee objects to a requirement of the City Manager or the City Manager's designee, Grantee may appeal the requirement to the City Council.

(b) Company will make available public reports it provides to the Railroad Commission of Texas (RRC), Federal Energy Regulatory Commission (FERC), or Securities and Exchange Commission (SEC) as City may reasonably require in the administration of this franchise and upon specific request by City.

(c) For the purpose of performing an audit of this Franchise, the City Manager, the City Manager's designee and the City Finance Officer's Office shall have the right, at reasonable times, to inspect the plant, equipment, and other property of the Grantee and its affiliates, and to examine, audit, and obtain copies of the papers, books, accounts, documents, and other business records of the Grantee consistent with State law. City agrees that customer specific information shall be provided only to City's Accounting Department, and the City's Finance Officer shall not provide such information to any other City department, employee or official without Grantee's prior consent.

(d) The City agrees, to the extent allowed by law, to maintain the confidentiality of any information obtained from Grantee that the Grantee, at the time the information is provided to City, has clearly designated as confidential or proprietary. City shall not be liable to Grantee for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information to the public so as to allow Company adequate time, but within the time limits prescribed by law, to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.

(e) City shall not use Grantee's confidential or proprietary information for any unlawful purpose.

(f) The City retains all of the investigative powers and other rights provided to the City by the charter and State law.

(g) Grantee shall provide the City, upon request, with any relevant information needed to enforce the terms of this agreement. The City agrees that electronic transmission of records is acceptable.

SECTION 9. RULES AND REGULATIONS.

(a) In order to insure uniform and reasonable application of conditions for service and to insure availability of service to all without discrimination, the City Manager or the City Manager's designee shall review Grantee's rules and regulations concerning service furnished under this franchise or to Grantee's customers.

(b) The City Council, the City Manager or the City Manager's designee may establish, after reasonable notice and hearing, such rules and regulations as may be in the public interest regarding rates, rate-making procedures including the form and content of notices and applications, the furnishing of service, administration of customer accounts, and construction of Grantee facilities on City property, on, in, under and above Public Rights-of-Way. If Grantee objects to a rule or regulation established by the City Manager or City Manager's Designee, Grantee may appeal the rule or regulation to the City Council. Grantee agrees to reimburse the City's reasonable rate regulation expenses subject to Grantee being permitted to recover the same as currently permitted by State Law.

SECTION 10. SERVICE RATES.

(a) The City Council hereby expressly reserves the right, power, and authority to fully regulate and fix the rates and charges for the services of the Grantee to its customers as provided by State law and the City charter.

(b) Grantee may from time to time propose changes in its general rates by filing an application with the City secretary for consideration of the City Council. Within a reasonable time consistent with applicable law, the City Council shall afford Grantee a fair hearing with reference to the application and shall either approve or disapprove the proposed changes or make such order as may be reasonable.

(c) In order to ascertain any and all facts, the City Council shall have full power and authority to inspect, or cause to be inspected, the books of Grantee, and to inventory and appraise, or cause to be inventoried and appraised, the property of Grantee, and to compel the attendance of witnesses and the production of books and records.

(d) The City shall not allow as to rates or services an unreasonable preference or advantage to anyone within a service classification, nor allow Grantee to subject anyone within a service classification to any unreasonable prejudice or discrimination.

(e) The City Council has authority to require the Grantee to allocate costs of facilities, revenues, expenses, taxes, and reserves between the City and other municipalities or unincorporated areas, consistent with State law.

SECTION 11. DEPOSITS.

Grantee shall have the right, subject to City rules and regulations and consistent with applicable State and federal law, to require a reasonable security deposit for the payment of bills.

SECTION 12. SUSPENSION OF SERVICES.

Subject to State, federal and local laws, rules, and regulations, and if not inconsistent with other provisions of this Franchise, the Grantee may discontinue service to a customer who fails to pay a bill presented for service or make a reasonable deposit as may be required, if a deposit may be lawfully required, until the bill or deposit together with any expense for disconnecting and reconnecting the service is paid. In addition, the Grantee may discontinue service without notice, where a known dangerous condition exists, for as long as the condition exists, but if such condition is within Grantee's power to correct, Grantee shall use due diligence to correct such condition promptly and, if the customer does not otherwise request or the City does not otherwise direct, promptly upon elimination of the danger to restore service. The Grantee shall not be required to furnish service to any customer who is in default of payment or who fails to pay a reasonable deposit in accordance with duly promulgated rules and regulations, or who shall fail to comply with rules and regulations regarding proper use of facilities furnished by the Grantee. Provided, however, that nothing herein authorizes Grantee to discontinue, suspend, or refuse to furnish service if Grantee is otherwise legally prohibited from taking such action.

SECTION 13. FRANCHISE AND OTHER VIOLATIONS.

Upon evidence being received by the governing body of the City that a violation of this franchise, City charter provision, or ordinance lawfully regulating Grantee in the furnishing of service hereunder is occurring or has occurred, it shall at once cause an investigation to be made. If the governing body of this City finds that such a violation exists or has occurred, it shall take the appropriate steps to secure compliance. In addition, the City reserves the right to forfeit and terminate the franchise and all rights and privileges of the Grantee hereunder in the event of an attempt to evade any material provision of the franchise or to practice any fraud or deceit upon the City.

SECTION 14. COMPENSATION TO THE CITY.

(a) As compensation for the rights and privileges conferred by this franchise, Grantee shall pay to the City a sum of money equal to five percent (5%) of Gross Revenues, as defined below:

(1) all revenues received by Grantee, from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;

(2) all revenues received by Grantee from the transportation of gas through the system of Grantee within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);

(3) the value of gas transported by Grantee for transport customers through the system of Grantee within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Grantee's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed;

(4) revenues billed but not ultimately collected or received by Grantee ("uncollectibles"), subject to Section 14(d) below;

(5) Gross Revenues shall also include the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City; and

(6) Contributions In Aid of Construction ("CIAC").

(7) Gross Revenues shall not include:

(a) the revenue of any affiliate or subsidiary of Grantee;

(b) taxes and franchise fees paid to the City;

(c) interest or investment income earned by Grantee; and

(d) monies received from the lease or sale of real or personal property,

provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

(b) Payment shall be due and payable for each calendar quarter on or before noon of the 15th day of the second month following the close of the calendar quarter and shall be made by wire transfer. Should any payment due date required by this ordinance fall on a weekend or a declared bank holiday, payment shall be wired to the City no later than noon of the working day prior to any specifically required due date contained within this ordinance. Payment shall be considered timely made if Grantee requests the wire transfer by 9:30 am on the day that payment is due. The payment shall be exclusive of, and in addition to, all special assessments and taxes of whatever nature, including ad valorem taxes upon property of Grantee. During the years for which payments of percentages of gross revenues are made to the City as compensation for this franchise to use public property of the City for the purpose of engaging in the business of providing gas utility service, the payments shall be (insofar as the City has legal power to so provide and agree) in lieu of and shall be accepted as payment of all of Grantee's obligations to pay municipal charges, fees, permit fees, rentals, inspection fees, easement taxes, franchise taxes, or other charges and taxes of every kind, except sales taxes, ad valorem taxes and special taxes and assessments for public improvements.

(c) Payment for franchise fees based on CIAC shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee due the City based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC received during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2017 and will be based on the period beginning with the effective date of this Ordinance and ending on December 31, 2016. The final CIAC franchise fee amount will be paid on or before April 30, 2031 unless this agreement is renewed pursuant to Section 23, in which instance the final CIAC franchise fee amount will be paid on or before April 30, 2046.

(d) If a regulatory authority or court of competent jurisdiction determines that Grantee may not recover in Grantee's rates the compensation paid to City based on uncollectibles pursuant to Section 14(a)(4) above, then uncollectibles shall thereafter be excluded from the definition of Gross Revenues and Grantee will not seek to impose a refund or credit obligation for franchise fees already paid pursuant to Section 14(a)(4).

(e) Any transaction entered into by Grantee which has the effect of circumventing and/or evading payment of the fees required under Section 14 as of the effective date of this Franchise is prohibited.

SECTION 15. STATEMENT OF REVENUES:

Grantee shall provide to the City at or before the time the payment is due a report indicating the amount of the payment and the basis upon which the payment is calculated. The report shall be at the level of detail being provided to City at the time this franchise is accepted.

SECTION 16. PRESERVATION OF RECORDS:

(a) Grantee shall keep and maintain complete books, records, accounts, documents, and papers pertaining to Grantee's facilities within the City in accordance with Grantee's records retention policy for relevant records at the time this franchise is accepted. Maps, plats, records, inventories, and books of the Grantee pertaining to Grantee's facilities within the City, insofar as they show values of existing property, shall be preserved for use, if necessary, in connection with future valuation of the property of the Grantee.

(b) Grantee shall make available all of its books, records, accounts, documents and papers relevant to (1) Grantee's use of the Public Rights-of-Way in accordance with this Franchise, and (2) Grantee's provision of natural gas service within the City of Fredericksburg for purposes of any City audit of franchise fees paid pursuant to this franchise; upon reasonable notice by the City of not less than 20 days, or such longer time as agreed to by City and Grantee. Such production shall be provided electronically to City when practical. If such production is not provided electronically, it shall be made available at Grantee's principal office, at appropriate City facilities, or at another location provided by the Grantee and agreeable to the City.

SECTION 17. ASSIGNMENT OF FRANCHISE:

(a) The rights granted by this Franchise inure to the benefit of the Grantee. The Grantee may, without consent by City, transfer or assign the rights granted by this Franchise to a parent, subsidiary or affiliate, provided that such parent, subsidiary or affiliate assumes all obligations of Grantee hereunder and is bound to the same extent as Grantee hereunder, and has net capital and liquid assets reasonably equivalent to the Grantee's as of the month immediately preceding the transfer or provides other guarantees or assurances of the transferee's or assignee's financial ability to perform this Franchise reasonably acceptable to the City. Grantee shall give City written notice thirty (30) days prior to such assignment.

(b) City will have the right to approve the transfer or assignment of the franchise, except as provided in Section 17(a). City shall grant approval unless the Assignee is materially weaker than Grantee. For the purpose of this section, "materially weaker" means that the long term unsecured debt rating of the Assignee is less than investment grade as rated by both S&P and Moody's. If the Assignee is materially weaker, the City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the Assignee. City agrees that said approval shall not be unreasonably withheld or delayed. Any such assignment or transfer shall require that said Assignee assume all obligations of Grantee be bound to the same extent as Grantee hereunder. If within the first 90 days after assignment to Assignee, City identifies a failure to comply with a material provision of this Franchise, City shall have the right, after notice and opportunity for hearing before Council, to terminate this Franchise.

SECTION 18. CONFORMITY TO CONSTITUTION, STATUTES, CHARTER, CITY CODE:

This ordinance is passed subject applicable provisions of the Constitution and Laws of the United States and the State of Texas, the Charter of the City of Fredericksburg, and the Code of Ordinances of the City of Fredericksburg. This franchise agreement shall in no way

affect or impair the rights, obligations, or remedies of the parties under the Public Gas Regulatory Act of Texas. Except as expressly provided herein Grantee shall not recover costs or expenses from the City for taking any actions mandated by this Franchise or by any order or request issued by authority of this Franchise.

SECTION 19. INDEMNITY:

Grantee shall defend, indemnify and save whole and harmless the City and all of its officers, agents, and employees against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought suffered by any person or persons that may be occasioned by, or arise out of Grantee's breach of any of the terms or provisions of this ordinance, or by any negligent or strictly liable act, or omission by Grantee, its officers, agents, employees, subcontractors, affiliates and subsidiaries, in the construction, maintenance, operation, or repair of the transmission or distribution system, or by the conduct of Grantee's business in the City pursuant to this ordinance; or by litigation expenses including discovery costs and expenses including attorneys' fees and expenses involving the Franchise or the Grantee regardless of the identity of parties except that the indemnity provided for in this section shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence or fault of both the Grantee and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this section shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise, to any person or entity.

SECTION 20. GOOD FAITH EFFORT:

Grantee agrees to faithfully adhere to all applicable federal, state and City rules and regulations pertaining to non-discrimination, equal employment and affirmative action. Grantee also agrees to continue in its commitment to maintain fairness and equality in the workplace and in its purchases of goods, equipment, and other services.

SECTION 21. OTHER MUNICIPAL FRANCHISE ORDINANCE FEES ACCEPTED AND PAID BY GRANTEE:

If Grantee should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Grantee's Mid-Tex Division, which determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Grantee to the City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to the City. City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise in toto. The City may request waiver of certain terms and Grantee may grant, in its sole discretion, such waiver.

SECTION 22. INSURANCE:

Grantee will insure against the risks undertaken pursuant to this franchise, including indemnification under Section 19 hereof. Such insurance may be in the form of self-insurance to the extent permitted by applicable law under a Grantee approved formal plan of self-insurance maintained in accordance with sound accounting practices. Otherwise, Grantee shall maintain reasonably adequate insurance covering its obligations of indemnity under Section 19 hereof. A certificate of insurance shall be provided to the City within 60 days of passage of the franchise and upon any substantial reduction in the nature of its coverage under this section. Should Grantee elect to self-insure, its notice to the City shall contain information describing with reasonable particularity all procedures for filing a claim.

SECTION 23. TERM; RENEWAL:

This franchise shall expire on December 31, 2030; provided, that at the end of the expiration of the initial period, the term shall be automatically renewed for one additional 15 year period to expire on December 31, 2045, unless written notice is given to the Grantee by the City or to the City by the Grantee at least 120 days before the expiration date, setting forth the desire of the giver of the notice to terminate this franchise, in which event this franchise shall terminate at the expiration of the initial 15 year period. Grantee shall give 12 months written notice to the City of the expiration of the initial period. If Grantee fails to give 12 months written notice to the City, and City does not give written notice to the Grantee 120 days before the expiration date, setting forth the desire of the City to terminate this franchise, then the franchise shall be automatically renewed for a term of one year and shall continue to be renewed annually for one year terms until such notices are received. In no event shall the franchise be automatically renewed to expire after December 31, 2045.

SECTION 24. RIGHT OF APPEAL:

Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest or appeal any action or decision of the other party made contrary to any federal, state or local law or regulation.

SECTION 25. REPEAL:

All prior franchise ordinances with Grantee are hereby repealed. All other ordinances, rules, regulations, and agreements which in any manner relate to the regulation of or provision for gas utility services by Grantee shall remain in full force and effect, to the extent that they are consistent with this franchise.

SECTION 26. SEVERABILITY:

Should any material word, clause, phrase, sentence, paragraph or section of this franchise be held invalid by any court of competent jurisdiction, such ruling or judgment shall not affect the validity of any other part, but the same shall remain in full force and effect, the provisions hereof being severable, except that either party can within 90 days after such ruling or judgment become final serve written notice of intent to terminate this Franchise by reason of such judgment or ruling unless the parties agree on an amendment acceptable to

both parties that addresses the change caused by such judgment or order. If the parties do not amend this Franchise within 90 days after receipt of such notice, this Franchise terminates 120 days after receipt of such notice.

SECTION 27. EFFECTIVE DATE: AUTHENTICATION:

This ordinance shall take effect immediately from and after its passage, and publication in accordance with the provisions of the Charter of the City of Fredericksburg and subject to its acceptance as provided below, and it is accordingly so ordained.

SECTION 28. ACCEPTANCE OF FRANCHISE:

(a) In order to accept this franchise, Grantee must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Grantee, the franchise ordinance shall be rendered null and void.

PASSED AND APPROVED ON FIRST READING on this the _____ day of _____, 2016.

PASSED AND FINALLY APPROVED ON SECOND READING on this the _____ day of _____, 2016.

APPROVED AS TO FORM:

Pat McGowan
City Attorney, City of Fredericksburg

ATTEST:

Shelley Britton, City Secretary

Linda Langerhans, Mayor
City of Fredericksburg, Texas

STATE OF TEXAS §
COUNTY OF GILLESPIE §
CITY OF FREDERICKSBURG §

I, Shelley Britton, City Secretary of the City of Fredericksburg, Gillespie County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Fredericksburg, Texas, at a _____ session, held on the _____ day of _____, 2016, as it appears of record in the Minutes in Book _____, page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ____ day of _____, 2016.

Shelley Britton, City Secretary
City of Fredericksburg, Texas



CITY COUNCIL MEMO

DATE: January 26, 2016
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Housing Tax Credits-Rolling Hills Apartments

Summary:

The McDonald Companies is once again applying for Housing Tax Credits for the Rolling Hills Apartment project on North Llano Street. In order to qualify for these tax credits the local governing board is required to provide a resolution of support for the project.

Recommendation:

It is recommended that the City Council approve the attached resolution of support for housing tax credits from the Texas Department of Housing and Community Affairs (TDHCA) for the Rolling Hills Apartments.

Background / Analysis:

As you know, the McDonald Companies based in Kerrville plans on building a new apartment complex on North Llano Street across the street from the Elementary School. They plan to start construction on their market rate apartments by this summer. If they are able to receive the housing tax credits, they also would like to develop 72 units of subsidized apartments. These units would have rental rates based upon family incomes. For example, the estimated market rental rate for a 2 bedroom/2 bath apartment will be about \$1,199. The rate for a 2 bedroom/2 bath subsidized unit will be about \$655-999.

The City of Fredericksburg

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We have worked with the McDonald Companies on several other multi-family development projects and they do an excellent job in both the building of their projects and the future maintenance of their developments.

Attachments:

Resolution of Support
Letter from Justin McDonald


Department Approval


City Manager Approval

The City of Fredericksburg

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**Texas Department of Housing and Community Affairs
Multifamily Finance Division
Notification of Submission of Affordable Housing Applications**

January 20, 2016

The Honorable Linda Langerhans
Mayor of Fredericksburg
126 W. Main St.
Fredericksburg, TX 78624

Re: Notification of Affordable Rental Housing Application(s) Proposed in Your City

Dear Mayor Langerhans:

The Texas Department of Housing and Community Affairs (the "Department") is in receipt of a preliminary application(s) for possible funding through the Competitive Housing Tax Credit Program to develop or acquire affordable multifamily rental housing in your community.

This notification is made in accordance with §2306.1114, Texas Government Code, to ensure that you are fully informed of the housing activity in your district and so that you can provide input on the proposed application(s). The Department greatly values your views concerning the need for affordable rental housing within your community and how the proposed development(s) may address that need. Should the applicant(s) submit a full application to the Department on or before [date], the Department will notify you again with more detailed information about the proposed development and provide instructions of how and when to submit public comment should you choose to participate in the process.

The Department's mission is to administer its assigned programs efficiently, transparently, and lawfully and to invest its resources strategically and develop high quality affordable housing which allows Texas communities to thrive.. Through our rental production programs, the Department encourages the new construction or rehabilitation of affordable multifamily housing, primarily through private developers. These developments benefit Texans in your community by providing potential employment, local tax revenue, and affordable, safe, and high quality housing for eligible households.

If you have any questions or need additional information, please contact the Multifamily Director, Marni Holloway at 512.475.1676.

Sincerely,

Marni Holloway

Marni Holloway
Director, Multifamily Finance



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701
PO Box 13941, Austin, TX 78711

Main Number: 512-475-3800
Toll Free: 1-800-525-0657

Email: info@tdhca.state.tx.us
Web: www.tdhca.state.tx.us

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

Relevant Development Information as Presented by the Applicant:

Project Number: 16001
Development Name: Rolling Hills
Development Address: 1700 block N. Adams St.
Development City: Fredericksburg Development Zip: 78624 Region: 9
Regional Allocation: Rural Target Population: General
Set Aside: ☐ Nonprofit ☐ USDA ☐ At-Risk
Construction Type: New Construction
Credit/ Funding Request: \$499,999
Total Low Income Units: 64 Total Market Rate Units: 8 Total Units: 72

Applicant Information:

Owner Contact: Lucille Jones
Owner Address: 2951 Fall Creek Rd.
Owner City: Kerrville Owner State: TX Owner Zip: 78028
Owner Phone: (830) 257-5323
Owner Email: ljones@macdonald-companies.com



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701
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Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

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RESOLUTION

WHEREAS, Fredericksburg Rolling Hills Apartments, L.P. has proposed a development for affordable rental housing at 1700 block of N. Adams Street named Rolling Hills in the City of Fredericksburg; and

WHEREAS, Fredericksburg Rolling Hills Apartments, L.P. has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2016 Housing Tax Credits for Rolling Hills.

IT IS THEREBY RESOLVED, that as provided for in §11.3(b) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Fredericksburg has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and

FURTHER RESOLVED, that the City of Fredericksburg hereby supports the proposed Rolling Hills development, and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(A)(4); and

FURTHER RESOLVED, that the city, acting through its governing body, hereby confirms that it supports the proposed Rolling Hills to be located in the 1700 block of N. Adams Street/Application number 16001 and that this formal action has been taken to put on record the opinion expressed by the city on February 1, 2016; and

FURTHER RESOLVED that for and on behalf of the Governing Body, Kent Myers, City Manager, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED THIS 1ST DAY OF FEBRUARY, 2015.

Linda Langerhans, Mayor

ATTEST: _____
Shelley Britton, City Secretary



CITY COUNCIL MEMO

DATE: 1/26/2016

TO: City Council, Mayor

FROM: Jimmy Alexander, Director of Parks & Recreation

SUBJECT: Monarch Butterfly pledge/proclamation

Summary:

The local chapter of the Native Plant Society of Texas is asking the City to join other cities in the efforts to save the Monarch Butterfly by committing to the National Wildlife Federation Mayor's Monarch Pledge.

Recommendation:

It is recommended to pledge our commitment to this effort.

Background / Analysis:

The Mayor's Monarch pledge asks cities, towns and counties to commit to implement at least three of the 25 action items (list attached) within a year of taking the pledge. The Parks & Recreation Dept. is prepared to implement at least three of the action items so that we will qualify for this recognition.

Attachments:

National Wildlife Federation Mayor's Monarch Pledge form and checklist.

The City of Fredericksburg

(22)


Department Approval


City Manager Approval

The City of Fredericksburg

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Mayors' Monarch Pledge Action Items

Mayors and local government chief executives who have taken the Mayors' Monarch Pledge must commit to implement at least three of the 25 following action items within a year of taking the pledge. At least one action must be taken from the "Program & Demonstration Gardens" section. Mayors' and local government chief executives taking more than eight actions will receive special recognition as part of the National Wildlife Federation's Mayors' Monarch Leadership Circle. NWF will follow up with all mayoral points of contact with a quarterly survey (1/1, 4/1, 7/1, 10/1) to monitor progress. Please visit www.nwf.org/mayorsmonarchpledge to take the pledge and access resources.

Communications & Convening:

- 1) Issue a Proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat.
- 2) Launch a public communication effort to encourage citizens to plant monarch gardens at their homes or in their neighborhoods.
- 3) Communicate with community garden groups and urge them to plant native milkweeds and nectar-producing plants.
- 4) Convene city park and public works department staff and identify opportunities for revised mowing programs and milkweed / native nectar plant planting programs.
- 5) Convene a meeting with gardening leaders in the community to discuss partnerships to support monarch butterfly conservation.

Program & Demonstration Gardens:

- 6) Host or support a native plant sale or milkweed seed giveaway event.
- 7) Facilitate or support a milkweed seed collection and propagation effort.
- 8) Plant a monarch-friendly demonstration garden at City Hall or another prominent location.
- 9) Convert abandoned lots to monarch habitat.
- 10) Plant milkweed and native nectar plants in medians and public rights-of-way.
- 11) Launch a program to plant native milkweeds and nectar plants in school gardens by engaging students, teachers and the community.
- 12) Earn recognition for being a wildlife-friendly city by expanding your action plan to include other wildlife and habitat conservation efforts through a program like the NWF Community Wildlife Habitat program
- 13) Create a monarch neighborhood challenge to engage neighborhoods and homeowners' associations within the city to create habitat for the monarch butterfly.
- 14) Initiate or support citizen-science efforts that help monitor monarch migration and health.
- 15) Add milkweed and nectar producing plants in community gardens.

- 16) Expand invasive species removal programs to make it possible to re-establish native milkweed and nectar plants to the landscape.
- 17) Host or support a city monarch butterfly festival.

Systems Change:

- 18) Remove milkweed from the list of noxious plants in city weed / landscaping ordinances (if applicable).
- 19) Change weed or mowing ordinances to allow for native prairie and plant habitats.
- 20) Increase the percentage of native plants, shrubs and trees that must be used in city landscaping ordinances and encourage use of milkweed where appropriate.
- 21) Direct city property managers to consider the use of native milkweed and nectar plants at city properties where appropriate.
- 22) Integrate monarch butterfly conservation into the city's Park Master Plan, Sustainability Plan, Climate Resiliency Plan or other city plans.
- 23) Change landscape ordinances to support integrated pest management and reduced use of pesticides and insecticides.
- 24) Ban the use of neonicotinoid pesticides, or plants and seeds treated with neonicotinoid pesticides, on city lands.
- 25) California Specific: Pass a resolution to protect over-wintering monarch butterfly habitat on public and private lands.

Shelley Britton

From: Denise Luckey (OCC) <Denise.Luckey@sanantonio.gov>
Sent: Tuesday, January 26, 2016 12:11 PM
To: Shelley Britton
Subject: RE: Monarch Proclamation

Hi Ms. Britton,

Here is the text from Mayor Taylor's Monarch Pledge Day.

- WHEREAS,** THE MONARCH BUTTERFLY IS AN ICONIC NORTH AMERICAN SPECIES WHOSE MULTIGENERATIONAL METAMORPHOSIS FROM CATERPILLAR TO BUTTERFLY HAS CAPTURED THE IMAGINATION OF MILLIONS OF AMERICANS; AND
- WHEREAS,** THE NORTH AMERICAN MONARCH, ADOPTED AS THE OFFICIAL STATE INSECT BY TEXAS LEGISLATURE IN 1995, HAS DECLINED DRAMATICALLY IN POPULATION OVER THE PAST TWO DECADES; AND
- WHEREAS,** TO HELP SAVE THE MONARCH BUTTERFLY, THE CITY OF SAN ANTONIO WILL PLAY A LEADERSHIP ROLE BY COMMITTING TO RESTORE AND PRESERVE HABITAT THAT SUPPORTS THE INSECT'S 2,500 MILE MIGRATION ACROSS THE CONTINENT TO THEIR NESTING GROUND; AND
- WHEREAS,** CITIZENS CAN HELP MAKE A DIFFERENCE BY PLANTING NATIVE MILKWEED AND NECTAR PLANTS; AND EDUCATING THEMSELVES ON THE TEXAS MONARCH/NATIVE POLLINATOR CONSERVATION PLAN; AND
- WHEREAS,** MAYORS, ELECTED OFFICIALS, AND GOVERNMENT EXECUTIVES ARE ENCOURAGED TO SIGN THE **NATIONAL WILDLIFE FEDERATION'S MAYORS' MONARCH PLEDGE** TO HELP FOSTER MONARCH BUTTERFLY CONSERVATION.

NOW, THEREFORE, I, IVY R. TAYLOR, MAYOR OF THE CITY OF SAN ANTONIO, IN
RECOGNITION THEREOF,
DO HEREBY PROCLAIM DECEMBER 9, 2015, TO BE

"MAYORS' MONARCH PLEDGE DAY"

IN SAN ANTONIO, TEXAS, AND OFFER BEST WISHES THAT THESE
MAGNIFICENT BUTTERFLIES
WILL ONCE AGAIN FLOURISH ACROSS THE CONTINENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
CAUSED THE SEAL OF THE
CITY OF SAN ANTONIO TO BE AFFIXED THIS 9TH DAY OF
DECEMBER 2015.

Thanks,

Denise Luckey

Council Ceremonials Coordinator
Office of the City Clerk
210-207-8499 phone
210-207-6938 fax

Please take a moment & let us know how we are doing:
<http://www.sanantonio.gov/clerk/surveys.aspx>

CORE Values:

TEAMWORK | INTEGRITY | INNOVATION | PROFESSIONALISM
City of San Antonio, Texas

From: Shelley Britton [<mailto:sbritton@fbgtx.org>]
Sent: Tuesday, January 26, 2016 11:51 AM
To: Denise Luckey (OCC)
Subject: Monarch Proclamation

Denise
I'm looking for the wording used in the Monarch Proclamation signed last year.
Thanks for your help!

Shelley Britton
City of Fredericksburg

Appendix A – St. Louis “Mayors’ Monarch Pledge Day” Proclamation Text

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but in the winter of 2014, only 60 million made the trip; and

WHEREAS, cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of St. Louis has played a leadership role by launching *Milkweeds for Monarchs: The St. Louis Butterfly Project*; and

WHEREAS, every citizen of St. Louis can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on behalf of the people of St. Louis who have already joined me in creating healthy habitat for these magnificent butterflies, I am honored to be the first Mayor to lead the way by signing the National Wildlife Federation’s Mayors’ Monarch Pledge; and I encourage other city officials across our great nation to take a stand with me so that the monarch butterfly will once again flourish across the continent.

Now, therefore, I, Francis G. Slay, Mayor of the City of St. Louis, do hereby proclaim September 19, 2015, as:

“MAYORS’ MONARCH PLEDGE DAY” IN THE CITY OF ST. LOUIS

In witness whereof, I have hereunto set my hand and caused to be affixed the seal of the City of St. Louis, this 19th day of September, A.D. 2015.



PROCLAMATION

**MONARCH BUTTERFLY MONTH
MAY 2015**

WHEREAS, the Monarch butterfly has been the official butterfly of Minnesota since 2000; and

WHEREAS, the Monarch butterfly population is down from 350 million to 60 million butterflies, and

WHEREAS, the Monarch butterfly migrates from Mexico to Minnesota; and

WHEREAS, Monarch butterflies feed on nectar from flowers like Coneflowers, Black Eyed Susans and Blazing Stars; and

WHEREAS, Monarch butterflies will only lay their eggs on milkweed plants, and

WHEREAS, Monarch butterfly larvae need mildewed plants for food; and

WHEREAS, one Monarch caterpillar needs 20-25 milkweed leaves to turn into a pupae; and

WHEREAS, it takes one month to grow from an egg to a caterpillar to a Monarch butterfly; and

NOW, THERE, I James B. Hovland, Mayor of Edina do hereby proclaim, the month of May 2015 the time for Edina residents to plant milkweed seeds

Dated this 6th of May 2015.

James B. Hovland
Mayor



CITY COUNCIL MEMO

DATE: 01-25-2016

TO: Mayor and City Council

FROM: Steven Wetz, Chief of Police

SUBJECT: Resolution for Justice Assistance Grant

Summary:

Over the last several years The Fredericksburg Police Department has been Training the officers for emergency response to critical incidents. These types of incidents are rare in occurrence but require quick response by officers trained in special operations equivalent to SWAT training. The Department identified a need for this type of training due to the response time of an organized SWAT Team from another agency. With these types of incidents officers require specialized equipment to help assure the safety of the public and the officer. The Police Department has identified equipment needs and requisitioned some of them through the budget process over the last several years. The Police Department has also identified available funds for the purchase of this equipment through the Justice Assistance Grant Program and the Office of the Governor.

Recommendation:

The Fredericksburg Police Department request that the City Council Pass the resolution provided, accepting the requirements of the Grant for Police Emergency Response Equipment.

Background / Analysis:

The Fredericksburg Police Department has identified available funds for the purchase of equipment through the Justice Assistance Grant Program. The grant is a 100% grant and requires no matching

The City of Fredericksburg

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funds from the requesting agency. The grant requires quarterly reports to be filed by the accepting agencies for one (1) year. The funds would be used to purchase an assortment of ballistic protection gear, camera equipment and communication equipment. The total requested amount of the grant is for \$44,814.88.

Attachments:

Attached is the Resolution required by the State program.

Department Approval



City Manager Approval

The City of Fredericksburg



RESOLUTION

WHEREAS, the City of Fredericksburg finds it in the best interest of the citizens of Fredericksburg, Texas, that the Police Emergency Response Equipment project be operated for 2016-2017; and

WHEREAS, the City of Fredericksburg agrees to provide applicable matching funds for the said project as required by the DJ – Edward Byrne Memorial Justice Assistance Grant application; and

WHEREAS, the City of Fredericksburg agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Fredericksburg assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the City of Fredericksburg designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Fredericksburg approves submission of the grant application for the Police Emergency Response Equipment project to the Office of the Governor, Criminal Justice Division.

Signed by: _____

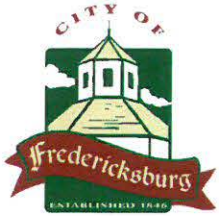
Linda Langerhans
Mayor, City of Fredericksburg

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: 3029801

City of Fredericksburg

126 West Main Street • Fredericksburg, TX 78624 • Phone: 830-997-7521 • Fax: 830-997-1861



CITY COUNCIL MEMO

DATE: January 25, 2016

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Consider amending the Sidewalk Plan pertaining to N. Milam Street

Summary:

A Conditional Use Permit was granted for a Day Care Center at 908 N. Milam Street where the Fredericksburg Christian School was located. The property is approximately an acre in size and the building is 2,782 square feet. Since the Sidewalk Plan called for a sidewalk along the west side of N. Milam Street, and physical conditions on and adjoining the site restricted the construction of a sidewalk, the approval was conditioned upon the applicant paying into escrow for the cost of a sidewalk. The City Council also agreed to evaluate the Sidewalk Plan as it relates to the section of sidewalk along N. Milam.

The purpose of the sidewalk along N. Milam Street was to provide a pedestrian connection from the residential neighborhoods to Cross Mountain Park. Staff has evaluated other options for providing pedestrian access to Cross Mountain Park, and is unable to propose a suitable alternative.

Recommendation:

We recommend keeping the sidewalk connection along N. Milam Street, and charging the escrow as approved.

Background / Analysis:

Attachments:

Copy of the Sidewalk Plan, Aerial Map of Subject Property.



Department Approval



City Manager Approval

The City of Fredericksburg

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CITY COUNCIL MEMO

DATE: January 26, 2016

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Annual City Manager Performance Goals

Summary:

Every year the City Council approves annual performance goals for the City Manager that define the major goals that you would like accomplished during the coming year.

Recommendation:

It is recommended that, following discussion and any final revisions, that the annual performance goals of the City Manager be approved.

Background / Analysis:

During my recent performance evaluation, the Council identified several performance goals that you would like me to accomplish during 2016. Since that meeting, several additional goals have been mentioned by Council members. I have prepared the attached listing goals based upon these previous suggestions. However, the Council may have additional goals that you want to add to this list prior to adoption.

Attachments:

Listing of proposed performance goals.

The City of Fredericksburg

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Department Approval



City Manager Approval

The City of Fredericksburg

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City of Fredericksburg
City Manager 2016 Performance Goals

1. Complete Implementation of Employee Succession Plan
2. Work with Charter Review Committee to Inform Local Citizens on Proposed Changes to City Charter
3. Implement Changes to City Budget Process and City Budget Document
4. Complete Any Additional Property Acquisition Necessary for Future Expansion of City Facilities
5. Continue to Work Closely with Relief Route Task Force Including Presentations to the Public
6. Provide Support and Assistance in Development of City Projects for November Bond Election
7. Develop Proposed Program for Recycling Plastic Bags
8. Develop Program for Improved Clean Up of Highways and Creeks



CITY COUNCIL MEMO

DATE: January 26, 2016

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: EDC Annual Report

Summary:

The EDC provides the City Council with an annual report highlighting their accomplishments from the previous year. This also includes the EDC work plan for the coming year.

Recommendation:

It is recommended that the Council review the attached report and offer Tim Lehmberg any comments or questions following his presentation at Monday's meeting.

Background / Analysis:

Attachments:

Annual EDC Report


Department Approval


City Manager Approval

The City of Fredericksburg