



# JOINT MEETING - BUILDING & STANDARDS COMMISSION AND THE EVERMAN CITY COUNCIL

Tuesday, October 22, 2024 at 6:00 PM  
213 North Race Street Everman, TX 76140

## AGENDA

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1. CITY COUNCIL MEETING CALLED TO ORDER
2. BUILDING AND STANDARDS COMMISSION MEETING CALLED TO ORDER
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. PRESENTATIONS
6. CITIZEN'S COMMENTS
7. CITY COUNCIL MEETING IS RECESSED
8. DELIBERATION AND DETERMINATION ON CASES
  - A. Case # 1394, Continuation/Deferred Decision

Continued hearing to receive sworn testimony concerning whether the following structures complies with the standards set for in the City of Everman Code of Ordinances, Chapter 4, Article IV and the 2018 International Property Maintenance Code as adopted in Article XVIII of the Code; the Building Code, Chapter 4, Article III; Electrical Code, Chapter 4 Article V; Residential Code, Chapter 4 Article VI; Mechanical Code, Chapter 4, Article VII; and the Plumbing Code, Chapter 4 Article VIII .

(1) The Paradise Apartments, 929 Coury Road Everman, Texas 76140, with the legal description being Tract A, Block 21, Everman Park, Sixth Filing, An Addition to the City of Everman, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-38, Page 30, Map Records, Tarrant County, Texas

(2) The Paradise Apartments, 928 Coury Road Everman, Texas 76140, with the legal description being Tract A, Block 21, Everman Park, Sixth Filing, An Addition to the City of Everman, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-38, Page 30, Map Records, Tarrant County, Texas

(3) The Paradise Apartments, 917 Coury Road Everman, Texas 76140, with the legal description being Tract A, Block 21, Everman Park, Sixth Filing, An Addition to the City of Everman, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-38, Page 30, Map Records, Tarrant County, Texas

(4) The Paradise Apartments, 901 Coury Road Everman, Texas 76140, with the legal description being Tract A, Block 21, Everman Park, Sixth Filing, An Addition to the City

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After hearing testimony, the Building Standards Commission will discuss and consider action on whether the building(s) the subject of the public hearing comply with the standards set for in the City of Everman Code of Ordinances, Chapter 4, Article IV and the 2018 International Property Maintenance Code as adopted in Article XVIII of the Code; the Building Code, Chapter 4, Article III; Electrical Code, Chapter 4 Article V; Residential Code, Chapter 4 Article VI; Mechanical Code, Chapter 4, Article VII; and the Plumbing Code, Chapter 4 Article VIII, (the "Code").

Should the building(s) be found in violation of the standards set forth in the Code, the Building Standards Commission will take any action, which may include an order that the building(s) be demolished by the owner, mortgagee, lien holder, or other person with an interest in the property within thirty (30) days from the date of the order. The owner of record is Paradise Apartments, LLC, CEO Hermann Vorhand, 14 Bourbon Court Lakewood, NJ 08701-3784.

**9. ADJOURNMENT OF THE BUILDING AND STANDARDS COMMISSION MEETING**

**10. THE EVERMAN CITY COUNCIL MEETING IS RECONVENED**

**11. CONSENT AGENDA**

**A.** Minutes

09-10-2024 Regular Council Meeting Minutes

09-24-2024 Regular Council Meeting Minutes

**B.** Financials

June 2024

July 2024

August 2024

September 2024

**12. DISCUSSION ITEMS**

**A.** Staff Report - Police Department

**B.** Staff Report - Fire Department

**C.** Staff Report - Public Works

**D.** Staff Report - Code Compliance

### **13. CONSIDERATION AND POSSIBLE ACTION**

- A.** Actions Concerning Appointments to Various Boards, Commissions, or Committees.
- B.** RESOLUTION NO. 2024-10-03 A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING SUBMISSION OF FY2025 RIFLE RESISTANT BODY ARMOR GRANT PROGRAM GRANT APPLICATION FOR RIFLE RESISTANT PLATES, GRANT NUMBER 5064801, TO THE OFFICE OF THE GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.
- C.** RESOLUTION NO. 2024-10-04 A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING SUBMISSION OF DJ23 JUSTICE ASSISTANCE GRANT PROGRAM GRANT APPLICATION FOR BALLISTIC HELMETS, GRANT NUMBER 5015701, TO THE OFFICE OF THE GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.
- D.** RESOLUTION NO. 2024-10-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING A NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT RELATIVE TO THE INITIAL PUBLIC WORKS RESPONSE IN THE EVENT OF AN EMERGENCY, DISASTER OR CATASTROPHIC EVENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
- E.** RESOLUTION NO. 2024-10-06 A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A COMMUNITY PROJECT FUNDING ADMINISTRATION SERVICES AGREEMENT WITH GRANTWORKS, INC. FOR COMPENSATION NOT TO EXCEED \$36,846.00; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- F.** SECOND READING AND CONSIDERATION OF ORDINANCE # 824 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO USE PUBLIC RIGHTS-OF-WAY OF THE CITY OF EVERMAN, TEXAS, FOR THE PURPOSES OF CONSTRUCTING AND OPERATING AN ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM; SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A REPEALING CLAUSE: PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDE FOR AN EFFECTIVE DATE.

### **14. CITY MANAGERS REPORT**

### **15. MAYOR'S REPORT**

### **16. ADJOURN**

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday October 18, 2024.

/s/ Mindi Parks  
City Secretary

*Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: [www.evermantx.us/government/citycouncil/](http://www.evermantx.us/government/citycouncil/)*

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- A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B. Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

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# JOINT MEETING - BUILDING & STANDARDS COMMISSION AND THE EVERMAN CITY COUNCIL

Tuesday, September 10, 2024 at 6:00 PM  
213 North Race Street Everman, TX 76140

## MINUTES

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### 1. CITY COUNCIL MEETING CALLED TO ORDER

Mayor Richardson called meeting to order at 6:01pm.

### 2. BUILDING AND STANDARDS COMMISSION MEETING CALLED TO ORDER

President Ray Richardson called meeting to order at 6:01pm.

### 3. INVOCATION

### 4. PLEDGE OF ALLEGIANCE

### 5. CITIZEN'S COMMENTS

We had no citizens comments.

### 6. CITY COUNCIL MEETING IS RECESSED

Mayor recessed the council meeting at 6:02pm.

### 7. DELIBERATION AND DETERMINATION ON CASES

#### A. Case # 1394, Continuation/Deferred Decision

Continued hearing to receive sworn testimony concerning whether the following structures complies with the standards set for in the City of Everman Code of Ordinances, Chapter 4, Article IV and the 2018 International Property Maintenance Code as adopted in Article XVIII of the Code; the Building Code, Chapter 4, Article III; Electrical Code, Chapter 4 Article V; Residential Code, Chapter 4 Article VI; Mechanical Code, Chapter 4, Article VII; and the Plumbing Code, Chapter 4 Article VIII .

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Continuance for 45 days is the recommendation from staff. Due to a staffing issue and the inspector that was on this case and did the initial inspection on this case no longer works for Burear Veritas. Ownership has complied with everything we have asked since our last meeting and very cooperative providing all the necessary information and after receiving all this documentation, Chief Whatley was trying to get the inspector to review the documents and provide comments like agreed on. After weeks of trying, Chief Whatley called a supervisor at Burear Veritas and he was informed that the inspector no longer worked there. There has been another inspector assigned to this case and this has caused some delays. This will come back before the Board October 22nd for the next update.

Motion made by Board Member Mackey, Seconded by Board Member Davila.  
Voting Yea: Board Member Renfro, Board Member Allen, Board Member Mackey, Board Member Sellers, Board Member Davila and President Richardson.

Motion Carried

**8. ADJOURNMENT OF THE BUILDING AND STANDARDS COMMISSION MEETING**

President Ray Richardson adjourned the meeting at 6:08pm.

**9. THE EVERMAN CITY COUNCIL MEETING IS RECONVENED**

Mayor Ray Richardson reconvened the council meeting at 6:08pm.

**10. DISCUSSION ITEMS**

A. Texas Municipal League (TML) Region 8 Director Election

Craig stated that the information for those candidates are in the packet and to look and see which one they want to pick. They do not have to but they can. The next meeting the council will take action on this.

B. Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the insurance providers and this is a cast of four votes and we will have a resolution at the next meeting with the cast of their votes.

C. Staff Report - Tarrant Area Food Bank Food & Community Resource Event

They contacted us wanting to host a Community event. This turn out was very good and there was a great turn out both Friday and Saturday. They had resources right on site.

**11. CONSIDERATION AND POSSIBLE ACTION**

A. ORDINANCE # 821 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 7 TITLED "FIRE PREVENTION AND PROTECTION" BY AMENDING ARTICLE I TITLED "FIRE PREVENTION AND PROTECTION IN GENERAL" BY ADDING A NEW SECTION 7-5 TITLED "MITIGATION RATES FOR DELIVERY OF EMERGENCY AND NON-EMERGENCY SERVICES BY FIRE DEPARTMENT" TO ESTABLISH AND IMPLEMENT A PROGRAM TO CHARGE MITIGATION RATES FOR DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES PROVIDED/RENDERED BY THE EVERMAN FIRE DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Place 5 Sellers, Seconded by Place 6 Davila.  
Voting Yea: Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila and Mayor.  
Voting Nay: Place 2 Renfro, Place 3 Allen

Motion Carried.

B. Actions Concerning Appointments to Various Boards, Commissions, or Committees.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers to appoint Michelle Hudson to the Economic Development Corporation Board.  
Voting Yea: Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila and Mayor

Motion Carried.

## 12. CITY MANAGERS REPORT

Auditor's are here and started today and plan on only being here for Two or three days but turned out to be a day and another quarter of a day. Craig also reminded council that they may get a questionnaire and this may be later on in the year but these are important and to make sure they do them and turn them in. The re-stripping has been done on Race street and it is straight. Also the Remembrance walk at 7pm September 11th, tomorrow at Memorial Park.

## 13. MAYOR'S REPORT

Mayor Richardson reminded council that they do have a paper copy of the City Manager's Evaluation Report, everyone needs to fill it out Mayor stated. This is due at the next meeting.

## 14. ADJOURN

Mayor Richardson adjourned the meeting at 6:29pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday, September 6, 2024.

/s/ Mindi Parks  
City Secretary

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# EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, September 24, 2024 at 6:00 PM

213 North Race Street Everman, TX 76140

## MINUTES

**1. MEETING CALLED TO ORDER**

Mayor Richardson called meeting to order at 6:01pm.

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. CONSENT AGENDA**

A. Financials

June 2024

July 2024

August 2024

This was moved to discussion items.

These reports are not done for council's review and this will be tabled until the next meeting.

Motion made by Place 4; Mayor Pro-Tem Mackey to table this until the next meeting,  
Seconded by Place 1 Sanders.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey,  
Place 5 Sellers, Place 6 Davila and Mayor

Motion Carried.

B. Minutes

6-6-2024 City Council Emergency Meeting

6-11-2024 City Council Regular Meeting

7-9-2024 City Council Budget WorkShop Meeting

7-9-2024 Joint Meeting Building & Standards Commission and the Everman City Council

7-12-2024 City Council Budget WorkShop Meeting

8-6-2024 City Council Budget WorkShop Meeting

8-13-2024 City Council Regular Meeting

8-20-2024 City Council Special Meeting

8-27-2024 City Council Regular Meeting

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 1 Sanders.  
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 6 Davila and Mayor

Motion Carried.

**5. PRESENTATIONS**

A. Administer Oath of Office - Animal Control Officer Emily Williams

Craig introduced Emily Williams, she introduced herself to council and Craig Administered the Oath of Office.

B. Proclamation - National Night Out

Mayor read the Proclamation for National Night Out. Mayor presented this Proclamation to the Police Officer's present at the meeting.

C. Proclamation - Fire Prevention Week

Mayor read the Proclamation for Fire Prevention Week. Mayor presented this to the Fire Fighters that were at the meeting.

D. Proclamation - National Hispanic Heritage Month 2024

Council Member, Miriam Davila read the Proclamation for National Hispanic Heritage Month 2024. Mayor and Miriam presented this Proclamation to some citizens and employees that were present at the meeting.

**6. CITIZEN'S COMMENTS**

We had no comments at this time.

**7. DISCUSSION ITEMS**

A. Discussion related to proposed ordinance amending the City of Everman Comprehensive Zoning Ordinance

Craig stated that this proposed change is recommended by the City Attorney that the P&Z Commission would need to be the Board of Adjustments. (BOA). The council is in agreeance o move forward with this recommended change.

B. Staff Report and Discussion - City Events

Craig stated that the Homecoming Parade was last week and it was amazing. Special thanks to Landon, Gilbert and Rudy for the float and it turned out great and nice positive feedback. Tarrant Food Bank wants to come out again since the turnout was so good the last time and

impactful for the community. Friday, September 27th they will be back at Civic 9am-5pm. National Night Out is also coming up and this will be exciting. This is October 1st. Public Works is hosting a Pittman Park Clean-up, October 18th 8am-12pm. Battle of the Badges is October 19, at 6pm at High School Baseball field. This is all the updated Events.

**8. CONSIDERATION AND POSSIBLE ACTION**

- A. RESOLUTION # 2024-09-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, CASTING VOTE FOR ELECTION OF TEXAS MUNICIPAL LEAGUE REGION 8 DIRECTOR; AUTHORIZING THE CITY SECRETARY TO SIGN AND CAST THE CITY'S OFFICIAL BALLOT IN CONFORMANCE HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers. Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila and Mayor, Ray Richardson.

Motion Carried.

- B. RESOLUTION #2024-09-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, CASTING VOTES FOR ELECTION OF REPRESENTATIVES TO PLACES 11-14 OF THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL BOARD OF TRUSTEES; AUTHORIZING THE CITY SECRETARY TO SIGN AND CAST THE CITY'S OFFICIAL BALLOT IN CONFORMANCE HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 1 Sanders. Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila and Mayor, Ray Richardson.

Motion Carried.

- C. ORDINANCE # 822 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE III "RECORDS MANAGEMENT PROGRAM" OF THE CITY OF EVERMAN CODE OF ORDINANCES BY ADOPTING A NEW SECTION 2-47 "ELECTRONIC SIGNATURES" AUTHORIZING THE USAGE OF ELECTRONIC SIGNATURES FOR CITY DOCUMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 1 Sanders. Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, and Mayor, Ray Richardson.

Motion Carried.

**9. EXECUTIVE SESSION**

- A. Section 551.074 - Personnel Matters - Past performance, review and evaluation of the City Manager

Mayor opened up Executive Session at 6:36pm.

Mayor closed Executive Session at 7:29pm.

**10. CITY COUNCIL MEETING RECONVENED**

Mayor reconvened the meeting at 7:29pm.

**11. CONSIDERATION AND POSSIBLE ACTION FOLLOWING EXECUTIVE SESSION**

**A. Discuss and take action related to the Employment Agreement with the City Manager**

Motion made by Place 4; Mayor Pro-Tem Mackey to Authorize the City Attorney to prepare and have executed an amendment to the City Managers Employment contract to include a 6.5 increase to annual base salary effective October 1st, 2024, Seconded by Place 5 Sellers. Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila and Mayor, Ray Richardson.

Motion Carried.

**12. CITY MANAGERS REPORT**

Craig stated that the new Budget year is about to kick off and staff is getting ready for that. Susanne did a wonderful job on that and has started the Audit and finished up. Also, we hosted a Faith Based Leaders meeting with all the pastors from the surrounding churches of the city and we talked about what we could do together, got to know each other and the meeting went great. They will focus on youth programs. These meetings will be quarterly. Craig also stated October 3rd at 6pm in the Civic Center a Community Construction Meeting will be hosted by us and Fort Worth. This is about the Hanna Ranch Sewer Main Project that was started back in 2020 and is kicking back off. This will include a new sewer main from Anglin to Enon and Roy C Brooks. Enon will get all new road construction. That is all he had to report.

**13. MAYOR'S REPORT**

Mayor had nothing to report.

**14. ADJOURN**

Mayor adjourned the meeting at 7:33pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday September 20, 2024.

/s/ Mindi Parks  
City Secretary

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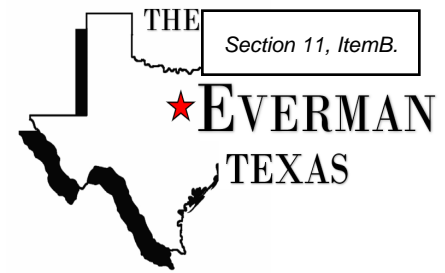
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## FY 2024 Monthly Financial Update Period Ending June 2024



This monthly financial report is intended to provide informative and relevant financial data to City Council, as well as the citizens of Everman. The report includes highlights of the City’s financial condition as of June 30, 2024. The statements are prepared and reported on a modified accrual basis of accounting.

### Cash Position:

The total cash position for the month was \$3,049,488 down \$188,960 from May. This amount is a decrease of \$243,714 from June 2023.

### Overall Performance:

There were no exceptional revenues in June other than property tax, and sales tax collections. We must remember that our revenue streams are not guaranteed. Sales Taxes and Property Taxes are contingent upon the economy.

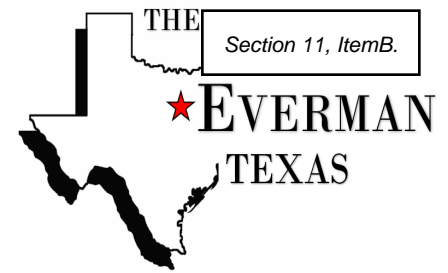
### Property Tax Revenue:

The property taxes collected in June 2024 were \$103,328. As of June, we have collected 95.31% of this year’s budgeted property tax revenue. This revenue will continue to decrease over the next couple of months as we have received most of our budgeted revenue for the year.

	Budget	Month Actual	YTD Actual	% Budget
Property Tax - Current (General Fund)	\$ 3,161,102	\$ 74,701	\$ 2,900,837	91.77%
Property Tax - Delinquent	50,000	4,402	34,817	69.63%
Property Tax - Penalty & Interest	40,000	3,659	39,245	98.11%
Property Tax - Abatement	-	-	-	-
Property Tax - Current (Debt Service Fund)	390,291	19,460	493,775	126.51%
Property Tax - Delinquent (Debt Service Fund)	7,000	1,106	8,748	124.97%
<b>Total</b>	<b>\$ 3,648,393</b>	<b>\$ 103,328</b>	<b>\$ 3,477,421</b>	<b>95.31%</b>



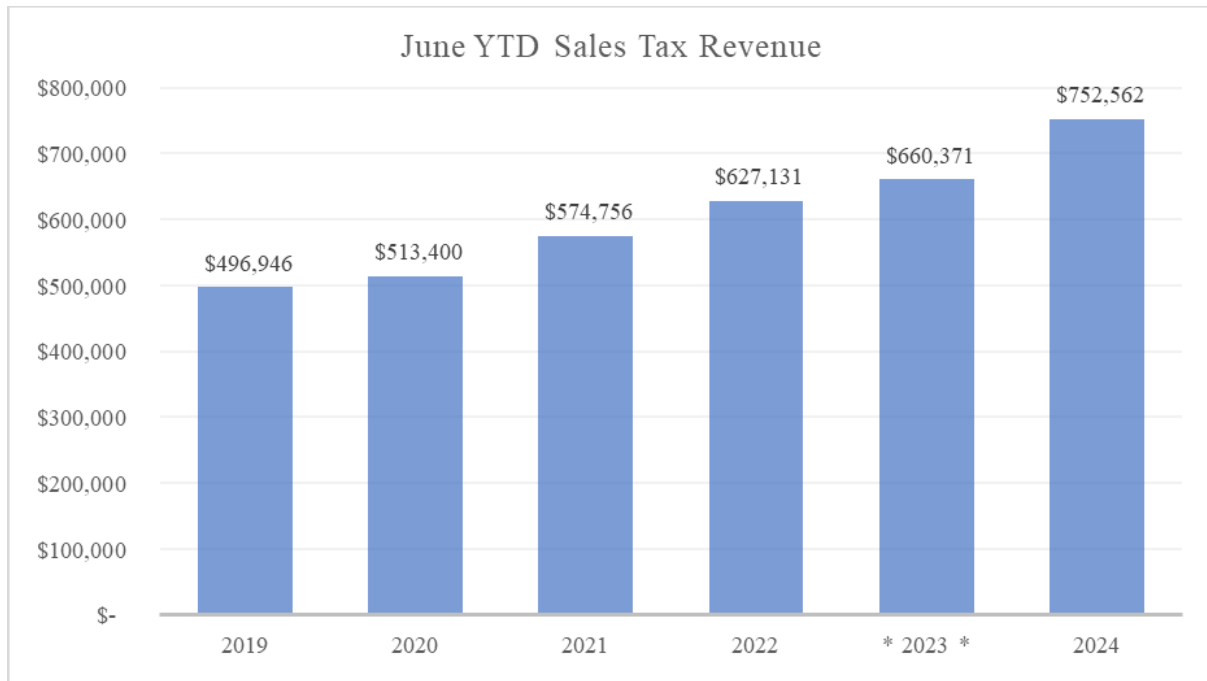
## FY 2024 Monthly Financial Update Period Ending June 2024



### Sales Tax Revenue:

Sales Tax is received approximately six weeks after the month has ended. June 2024 Sales Tax collections totaled \$68,831. This amount is an increase of \$92,191 over June 2023. The graph below reflects the most up to date information regarding sales tax collections. The growth reflects a positive upward trend in sales tax collections for the year. Sales tax is a large revenue source for the City’s General Fund.

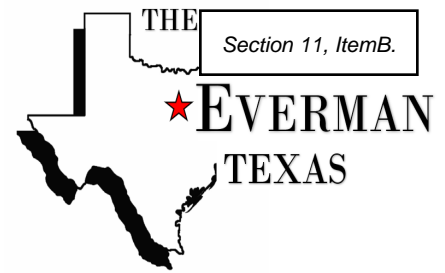
	<b>Budget</b>	<b>Month Actual</b>	<b>YTD Actual</b>	<b>% Budget</b>
Sales Tax	\$ 450,000	\$ 34,596	\$ 380,255	84.50%
4B Sales Tax	225,000	17,298	190,128	84.50%
Street Improvement	120,000	8,649	95,064	79.22%
Crime Control District	100,000	8,288	87,116	87.12%
<b>Total</b>	<b>\$ 895,000</b>	<b>\$ 68,831</b>	<b>\$ 752,562</b>	<b>84.09%</b>







## FY 2024 Monthly Financial Update Period Ending June 2024



### General Fund:

#### *Revenues*

- Total General Fund year-to-date revenues in June 2024 totaled \$5,88,411 or 70.69%, of the budgeted annual revenue.

#### *Expenditures*

- General Fund year-to-date expenditures in June 2024 totaled \$6,916,571 or 84.46%, of the budgeted expenditures.

### Water & Sewer Fund:

#### *Revenues*

- Total Water & Sewer Fund year-to-date revenues in June 2024 totaled \$3,346,581 or 114.49%, of the budgeted annual revenue. Water revenues are staying on the budgeted course, and we continue to see improvement in the cash position for the Water & Sewer Fund.

#### *Expenditures*

- Water & Sewer Fund year-to-date expenditures in June 2024 totaled \$1,966,145 or 67.26%, of the budgeted expenditures.

### Investments:

Our investments at LOGIC ended the month with a \$2,759,522 balance and earned \$12,878 in interest for the month. The average monthly interest rate was 5.4105%, a slight decrease from last month. The Federal Reserve is expected to gradually reduce interest rates over the next few months.

### Other:

- July 9, 2024 Budget Workshop: Payroll and Benefits, Water & Sewer Fund and Special Revenue Expenditures
- July 12, 2024 Budget Workshop: General Fund Expenditures
- August 6, 2024 Budget Workshop: Proposed Tax Rates and Revenues
- August 13, 2024 Regular Council Meeting: Distribute Proposed Budget Book
- August 20, 2024 Public Hearing/Special Council Meeting: Tax Rates and Proposed Budget (Adoption and Ordinance)

Susanne Helgesen,  
Finance Director



**City of Everman  
Monthly Council Report  
As of June 30, 2024  
Investment Report**

Section 11, Item B.

ACCOUNT TYPE	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	INTEREST	ENDING BALANCE	WEIGHTED AVERAGE MATURITY	INTEREST (YIELD)	IN TRANSIT	BOOK VALUE	MARKET VALUE	FUND DISTRIBUTION
LOGIC - Local Government Investment Cooperative											
6005182010 Operation & Investment (GF)	\$ 922,278.59	\$ -	\$ 434,499.44	\$ 2,785.41	\$ 490,564.56	46 Days	5.4105%	-	\$ 490,564.56	\$ 490,564.56	General Fund
6005182020 2020 CO Issue - Construction Fund (W&S)	-	-	-	318.40	71,937.73	46 Days	5.4105%	-	71,937.73	71,937.73	Water & Sewer Fund
6005182030 Debt Service - LT Note (W&S)	71,619.33	-	-	1,136.18	256,712.91	46 Days	5.4105%	-	256,712.91	256,712.91	Street Improvement Tax Fund
6005182040 4A Sales Tax - Street	255,574.73	-	-	557.47	92,602.32	46 Days	5.4105%	-	92,602.32	92,602.32	General Fund
6005182050 Debt Service - LT Note (CF)	192,044.85	-	100,000.00	44.66	10,088.41	46 Days	5.4105%	-	10,088.41	10,088.41	Crime Control District Fund
6005182060 4B Sales Tax - Crime Control	10,043.75	-	-	1,987.80	449,125.39	46 Days	5.4105%	-	449,125.39	449,125.39	Economic Development Corp. Fund
6005182070 4B Sales Tax - Economic Development Corp.	447,137.59	-	-	2,204.75	464,790.64	46 Days	5.4105%	-	464,790.64	464,790.64	Water & Sewer Fund
6005182080 Operation & Investment (W&S)	562,585.89	-	100,000.00	2,744.65	675,510.71	46 Days	5.4105%	-	675,510.71	675,510.71	TIF Reinvestment Zone #1 Fund
6005182090 TIF District #1	488,266.62	184,499.44	-	45.12	10,197.79	46 Days	5.4105%	-	10,197.79	10,197.79	Water & Sewer Fund
6005182100 Restricted/Reserved (W&S)	10,152.67	-	-	-	-	46 Days	5.4105%	-	-	-	2013 Bond Fund
6005182110 2013 CO Issue	-	-	-	-	-	46 Days	5.4105%	-	-	-	General Fund
6005182120 2020 CO Issue - 2021 Tax Notes (GF)	159,620.40	-	-	709.63	160,330.03	46 Days	5.4105%	-	160,330.03	160,330.03	General Fund
6005182130 Confiscated Funds	-	-	-	-	-	46 Days	5.4105%	-	-	-	Confiscated Property/Cash Fund
6005182140 Asset Forfeitures	1,523.22	-	-	6.84	1,530.06	46 Days	5.4105%	-	1,530.06	1,530.06	Asset Forfeiture Fund
6005182150 Water Impact Fees	-	-	-	-	-	46 Days	5.4105%	-	-	-	
6005182160 Fire Dispatch	75,794.97	-	-	336.93	76,131.90	46 Days	5.4105%	-	76,131.90	76,131.90	
<b>LOGIC Total</b>	<b>3,196,644.61</b>	<b>184,499.44</b>	<b>634,499.44</b>	<b>12,877.84</b>	<b>2,759,522.45</b>				<b>2,759,522.45</b>	<b>2,759,522.45</b>	
Frost Bank											
Consolidated - Pooled Cash	338,174.37	1,024,945.57	887,050.76	-	476,069.18	-	-	(186,103.83)	289,965.35	289,965.35	All Funds
<b>Frost Total</b>	<b>1,019,744.81</b>	<b>1,024,945.57</b>	<b>887,050.76</b>	<b>-</b>	<b>476,069.18</b>			<b>(186,103.83)</b>	<b>289,965.35</b>	<b>289,965.35</b>	
<b>Total Cash &amp; Investments</b>	<b>\$ 4,216,389.42</b>	<b>\$ 1,209,445.01</b>	<b>\$ 1,521,550.20</b>	<b>\$ 12,877.84</b>	<b>\$ 3,235,591.63</b>			<b>-</b>	<b>\$ 3,049,487.80</b>	<b>\$ 3,049,487.80</b>	

The undersigned investment officers acknowledge that this report is in compliance with the policies and strategies contained in the City's Investment Policy and the Public Funds Investment Act, Chapter 256, Texas Government Code.

Susannah Helgesen  
 Finance Director

Craig Spencer  
 City Manager

**City of Everman**  
**Cash Position Report**  
**As of June 30, 2024**

Section 11, Item B.
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	Beginning Balance	Change	Ending Balance
<b>GENERAL FUND</b>			
Operating Cash	\$ (1,540,293.98)	\$ (69,582.68)	\$ (1,609,876.66)
Purchased CDs	-	-	-
Operation & Investment	922,278.59	(431,714.03)	490,564.56
Fire Dispatch Investment	75,794.97	336.93	76,131.90
<b>Total General Fund</b>	<b>(542,220.42)</b>	<b>(500,959.78)</b>	<b>(1,043,180.20)</b>
<b>WATER &amp; SEWER FUND</b>			
Operating Cash	1,666,664.23	170,502.88	1,837,167.11
Operation & Investment	562,585.89	(97,795.25)	464,790.64
Restricted Reserve for Water Dep	10,152.67	45.12	10,197.79
2020 CO Issue - Construction Fund	-	-	-
Debt Service LT Note	71,619.33	318.40	71,937.73
<b>Total Water &amp; Sewer Fund</b>	<b>2,311,022.12</b>	<b>73,071.15</b>	<b>2,384,093.27</b>
<b>DEBT SERVICE FUND</b>			
Operating Cash	100,456.42	120,565.59	221,022.01
Operation & Investment	192,044.85	(99,442.53)	92,602.32
<b>Total Debt Service Fund</b>	<b>292,501.27</b>	<b>21,123.06</b>	<b>313,624.33</b>
<b>OTHER RESTRICTED FUNDS</b>			
TCOLE	4,958.41	-	4,958.41
4B Sales Tax - Economic Development	49,376.35	2,011.80	51,388.15
General Sales Tax .50%	447,137.59	1,987.80	449,125.39
TIF Dist #1 - Cnty/Hosp	105,466.95	23,149.80	128,616.75
Cnty/Hosp/City Contributions	488,266.62	187,244.09	675,510.71
4A Sales Tax - Street Improvement	4,878.10	494.57	5,372.67
General Sales Tax .25%	255,576.73	1,136.18	256,712.91
4B Sales Tax - Crime Control District	27,962.82	1,020.47	28,983.29
Specific Sales Tax .25%	10,043.75	44.66	10,088.41
PD - Asset Forfeitures	(488.71)	-	(488.71)
PD - Asset Forfeitures Investment	1,523.22	6.84	1,530.06
PD - Confiscated Property/Cash	-	-	-
PD - Confiscated Property/Cash Investment	-	-	-
2020 CO Issue - 2021 Tax Notes - Operating	(377,177.67)	-	(377,177.67)
2020 CO Issue - 2021 Tax Notes - Operation & Investment	159,620.40	709.63	160,330.03
<b>Total Other Restricted Funds</b>	<b>1,177,144.56</b>	<b>217,805.84</b>	<b>1,394,950.40</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 3,238,447.53</b>	<b>\$ (188,959.73)</b>	<b>\$ 3,049,487.80</b>

**City of Everman**  
**Revenue Summary Report**  
**As of June 30, 2024**

Section 11, Item B.

	Budget	Month Actual	YTD Actual	% Budget
<b>GENERAL FUND</b>				
Property Tax	\$ 3,251,102	\$ 82,763	\$ 2,974,899	91.50%
Sales Tax	450,000	34,596	380,255	84.50%
Other Taxes	294,000	36,263	249,611	84.90%
Licenses, Permits & Fees for Service	841,750	73,515	740,667	87.99%
Court Fines / Warrants / Recovery	165,750	12,841	91,462	55.18%
Inter-Govt Revenue	2,055,601	35,000	695,003	33.81%
Administrative Transfers	764,600	63,717	573,450	75.00%
Other Revenue	371,500	12,216	83,065	22.36%
Budgeted Equity Change	(5,405)	-	-	-
<b>Total General Fund</b>	<b>8,188,898</b>	<b>350,911</b>	<b>5,788,411</b>	<b>70.69%</b>
<b>WATER &amp; SEWER FUND</b>				
Water Sales & Fees for Service	1,790,500	109,605	2,383,114	133.10%
Sewer Fees	1,152,200	97,920	866,751	75.23%
Penalty & Reconnect Fees	100,000	9,805	70,139	70.14%
Other Revenue	15,500	2,738	26,577	171.46%
Budgeted Equity Change	(135,186)	-	-	-
<b>Total Water &amp; Sewer Fund</b>	<b>2,923,014</b>	<b>220,068</b>	<b>3,346,581</b>	<b>114.49%</b>
<b>DEBT SERVICE FUND</b>				
Property Tax	397,291	20,566	502,523	126.49%
Investment Income	3,000	557	7,472	249.06%
Budgeted Equity Change	(2,000)	-	-	-
<b>Total Debt Service Fund</b>	<b>398,291</b>	<b>21,123</b>	<b>509,995</b>	<b>128.05%</b>
<b>OTHER FUNDS</b>				
TCOLE	1,500	-	3,695	246.31%
Economic Development	308,083	19,286	208,214	67.58%
TIF Dist #1 (County/Hospital)	150,000	233,379	250,958	167.31%
4A Sales Tax - Street Improvement	89,204	9,785	105,402	118.16%
4B Sales Tax - Crime Control District	87,204	8,332	87,522	100.36%
Seizure - Forfeiture	-	7	3,193	-
2020 CO Issue - 2021 Tax Notes	-	710	6,457	-
Budget Equity Change	(150,000)	-	-	-
<b>Total Other Funds</b>	<b>485,991</b>	<b>271,498</b>	<b>665,441</b>	-
<b>TOTAL ALL FUNDS</b>	<b>\$ 11,996,194</b>	<b>\$ 863,600</b>	<b>\$ 10,310,427</b>	<b>85.95%</b>

**City of Everman**  
**Expenditure Summary Report**  
**As of June 30, 2024**

Section 11, Item B.

	Budget	Month Actual	YTD Actual	% Budget
<b>GENERAL FUND</b>				
Non-Departmental (1)	\$ 292,000	\$ 34,480	\$ 303,012	103.77%
Administration	790,122	83,630	640,095	81.01%
Finance (2)	496,955	236,009	550,906	110.86%
Human Resources	134,053	10,148	105,103	78.40%
City Secretary (3)	194,607	17,143	172,439	88.61%
City Council	36,700	4,571	25,086	68.36%
Parks (4)	133,000	12,989	116,058	87.26%
Public Works	497,432	22,272	367,454	73.87%
Fire (5)	1,221,575	128,980	1,026,980	84.07%
Police	2,266,598	180,409	1,818,748	80.24%
Dispatch	1,439,100	94,063	1,106,765	76.91%
Code Enforcement	-	-	7,658	-
Animal Control (6)	152,476	15,493	151,865	99.60%
Municipal Court	125,280	8,669	80,803	64.50%
Civic Center	34,000	210	23,049	67.79%
Library	-	-	-	-
Fleet (7)	375,000	1,593	420,550	112.15%
<b>Total General Fund</b>	<b>8,188,898</b>	<b>850,660</b>	<b>6,916,571</b>	<b>84.46%</b>
<b>WATER &amp; SEWER FUND</b>				
Water	1,854,031	89,385	1,218,139	65.70%
Utility Billing	130,004	8,169	82,943	63.80%
Sewer	613,100	55,169	445,674	72.69%
Water/Sewer Debt Service	325,879	-	219,390	67.32%
<b>Total Water &amp; Sewer</b>	<b>2,923,014</b>	<b>152,723</b>	<b>1,966,145</b>	<b>67.26%</b>
<b>DEBT SERVICE FUND</b>				
Debt Service	398,291	-	382,190	95.96%
<b>Total Debt Service Fund</b>	<b>398,291</b>	<b>-</b>	<b>382,190</b>	<b>95.96%</b>
<b>OTHER RESTRICTED FUNDS</b>				
TCOLE	1,500	-	-	-
Economic Development	308,083	15,286	216,876	70.40%
TIF Dist #1 (County/Hospital)	-	-	-	-
4A Sales Tax - Street Improvement	89,204	8,154	63,856	71.58%
4B Sales Tax - Crime Control District	87,204	7,267	65,403	75.00%
Seizure - Forfeiture	-	-	2,152	-
2020 CO Issue	-	-	223,304	-
<b>Total Other Funds</b>	<b>485,991</b>	<b>30,708</b>	<b>571,592</b>	<b>-</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 11,996,194</b>	<b>\$ 1,034,091</b>	<b>\$ 9,836,498</b>	<b>82.00%</b>

1. Non-Departmental expenses are high due to higher than usual utility (electric) expense.
2. Finance expenses are high due to the annual City TIF expense portion. The higher TIF revenue offsets this additional expense.
3. City Secretary expenses are high due to Christmas Tree Lighting expenses. Donations will cover expenses. Budget amendment to follow.
4. Parks expenses are high due to adding electrical outlets to the light poles at Pittman Park. Budget amendment to follow.
5. Fire expenses are high due to the new ambulance expenses. This will be reimbursed by Tarrant County ESD. Budget amendment to follow.
6. Animal Control expenses are high due to an increase in number of animals. Higher adoption fee revenues will offset expenses. Budget amendment to follow.
7. Fleet expenses are high due to several vehicle repairs. TML insurance reimbursement will cover the expenses. Budget amendment to follow.

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
		Cash Account: 999-10000-000 000			
84631	06/05/24	ARMSTRONG FORENSIC LABORATORY	498.00	R	ACH
84632	06/05/24	BURLESON OUTDOOR POWER EQUIPME	77.97	0	Regular
84633	06/05/24	FORT WORTH WATER DEPARTMENT	57,148.27	R	ACH
84634	06/05/24	GAULT'S AUTO SHOP	1,593.05	0	Regular
84635	06/05/24	LINDA SANDERS	100.00	R	ACH
84636	06/05/24	Jesus Guerrero	15.00	0	Regular
84637	06/05/24	Erika Ramirez	15.00	0	Regular
84638	06/05/24	CAROLYN YVETTE RENFRO	100.00	R	ACH
84639	06/05/24	ANCHOR OUTDOORS	12,760.00	0	Regular
84640	06/05/24	EVERMAN VOLUNTEER FIRE DEPT	5,000.00	0	Quick Check
84641	06/05/24	EVERMAN VOLUNTEER FIRE DEPT	5,000.00	0	Quick Check
84642	06/11/24	ALLEN, JOHNNIE	100.00	R	ACH
84643	06/11/24	EVERMAN ISD	500.00	0	Regular
84644	06/11/24	JUDY SELLERS	100.00	R	ACH
84645	06/11/24	MACKEY, SUSAN	100.00	R	ACH
84646	06/11/24	MIRIAM DAVILA	100.00	R	ACH
84647	06/11/24	RAY RICHARDSON	500.00	R	ACH
84648	06/11/24	TPX COMMUNICATIONS	5,431.69	0	Regular
84651	06/11/24	BUREAU VERITAS NORTH AMERICA	26,001.95	R	ACH
84652	06/19/24	AFLAC	1,120.50	R	ACH
84653	06/19/24	AMAZON CAPITAL SERVICES	7,243.70	R	ACH
84654	06/19/24	AUTOZONE	12.14	0	Regular
84655	06/19/24	BRUCE LOWRY CHEVROLET, INC	137.70	R	ACH
84656	06/19/24	DATA PROSE, INC	398.94	R	ACH
84657	06/19/24	LAW OFFICES OF ALAN C. WAYLAND	1,000.00	R	ACH
84658	06/19/24	Michael Nicoletti	175.00	R	ACH
84659	06/19/24	Cameron Wafer Sr.	500.00	0	Regular
84660	06/19/24	Jennifer Hawkins	500.00	0	Regular
84661	06/19/24	Siquetta Porter	150.00	0	Regular
84662	06/19/24	Carmen Lozano	15.00	0	Regular
84663	06/19/24	Jose Munoz	15.00	0	Regular
84664	06/19/24	Teresa Martinez	15.00	0	Regular
84665	06/19/24	Jessica Davila	15.00	0	Regular
84666	06/19/24	Jennifer Figueroa	15.00	0	Regular
84667	06/19/24	Aida Gonzalez	15.00	0	Regular
84668	06/19/24	OCCUPATIONAL HEALTH	330.00	R	ACH
84669	06/19/24	TEXAS MATERIALS GROUP, INC	3,400.50	0	Regular
84670	06/19/24	TRUGREEN PROCESSING CENTER	138.45	R	ACH
84671	06/19/24	UNIFIRST CORPORATION, INC	144.60	R	ACH
84672	06/19/24	WHECO ELECTRIC, INC	250.00	0	Regular
84673	06/19/24	WILLIAMS SIGN COMPANY	310.00	0	Regular
84675	06/19/24	NICHOLS JACKSON DILLARD HAGER	10,168.91	R	ACH
84676	06/19/24	PROFESSIONAL COATING TECHNOLOG	2,570.28	0	Regular
84677	06/19/24	LONESTAR CHALLENGE COINS, LLC	133.00	R	ACH

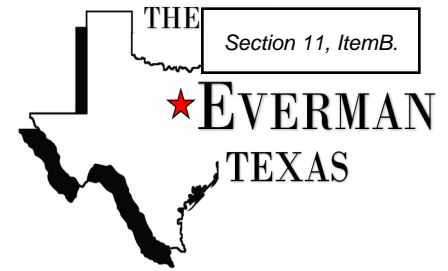
Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
84678	06/19/24	PATILLIO, BROWN, & HILL	38,000.00	0	Regular
84679	06/25/24	COMMERCE BANK COMMERCIAL CARDS	8,710.19	R	ACH
84680	06/25/24	Gabriela Valdez	15.00	0	Regular
84681	06/25/24	Marina Resendiz	15.00	0	Regular
84682	06/25/24	Ismay Lopez	15.00	0	Regular
84683	06/25/24	Erika Torres	15.00	0	Regular
84684	06/25/24	Cynthia Mitchell	15.00	0	Regular
84685	06/25/24	Macaria Ruiz	15.00	0	Regular
84686	06/25/24	Jesus Flores	15.00	0	Regular
84687	06/25/24	Maria Tatum	15.00	0	Regular
84688	06/25/24	Adriana Jimenez	15.00	0	Regular
84689	06/25/24	SIDDONS MARTIN EMERGENCY GROUP	22,891.03	R	ACH
84690	06/25/24	UNIFIRST CORPORATION, INC	48.20	R	ACH
84691	06/25/24	CIVICPLUS LLC	5,107.20	R	ACH
84692	06/25/24	UNITED PET CARE	340.00	R	ACH
84694	06/26/24	BOUND TREE MEDICAL, LLC	176.94	0	Regular
84695	06/26/24	Maricela Frias Villagomez	15.00	0	Regular
84696	06/26/24	Aurora Zavala	15.00	0	Regular
84697	06/26/24	Maria Lorena Mares	15.00	0	Regular
84698	06/26/24	Juana Canizalez	15.00	0	Regular
84699	06/26/24	Feliciana Acosta	15.00	0	Regular
84700	06/26/24	M-PAK	316.99	R	ACH
84701	06/26/24	TPX COMMUNICATIONS	4,871.99	0	Regular
84702	06/26/24	WASTE CONNECTIONS	8,297.72	R	ACH
84703	06/26/24	WILLIAM RANDALL LANE	750.00	R	ACH
84704	06/26/24	ALPINE BUILDING MAINTENANCE	1,601.01	0	Regular
84706	06/26/24	CRAIG A. MAGNUSON	900.00	R	ACH
84707	06/26/24	GENERAL DATATECH	3,470.86	0	Regular
84708	06/26/24	IWORQ	5,500.00	0	Regular
84709	06/27/24	THAD JACKSON	2,000.00	0	Quick Check
84710	06/27/24	COUNTRY CRITTER FARM	750.00	0	Quick Check
84711	06/27/24	BURLESON RECREATION CENTER	1,500.00	0	Quick Check
84712	06/27/24	BARREL-0-MONKEYS RENTALS	950.00	0	Quick Check

47	Checks total:	97,206.43
30	ACH total:	153,100.35
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
77	GRAND TOTALS	250,306.78





## FY 2024 Monthly Financial Update Period Ending July 2024



This monthly financial report is intended to provide informative and relevant financial data to the City Council, as well as the citizens of Everman. The report includes highlights of the City’s financial condition as of July 31, 2024. The statements are prepared and reported on a modified accrual basis of accounting.

### **Cash Position:**

The total cash position for the month was \$2,298,311 down \$751,176 from June. This amount is a decrease of \$951,890 from July 2023.

### **Overall Performance:**

There were no exceptional revenues in July other than property tax, and sales tax collections. We must remember that our revenue streams are not guaranteed. Sales Taxes and Property Taxes are contingent upon the economy.

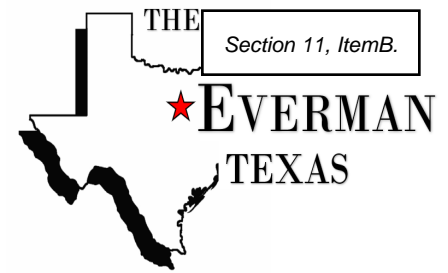
### **Property Tax Revenue:**

The property taxes collected in July 2024 were \$53,227. As of July, we have collected 96.77% of this year’s budgeted property tax revenue. This revenue will continue to decrease over the next couple of months as we have received most of our budgeted revenue for the year.

	Budget	Month Actual	YTD Actual	% Budget
Property Tax - Current (General Fund)	\$ 3,161,102	\$ 36,015	\$ 2,936,852	92.91%
Property Tax - Delinquent	50,000	1,067	35,884	71.77%
Property Tax - Penalty & Interest	40,000	2,865	42,110	105.27%
Property Tax - Abatement	-	-	-	-
Property Tax - Current (Debt Service Fund)	390,291	13,012	506,787	129.85%
Property Tax - Delinquent (Debt Service Fund)	7,000	268	9,016	128.80%
<b>Total</b>	<b>\$ 3,648,393</b>	<b>\$ 53,227</b>	<b>\$ 3,530,649</b>	<b>96.77%</b>



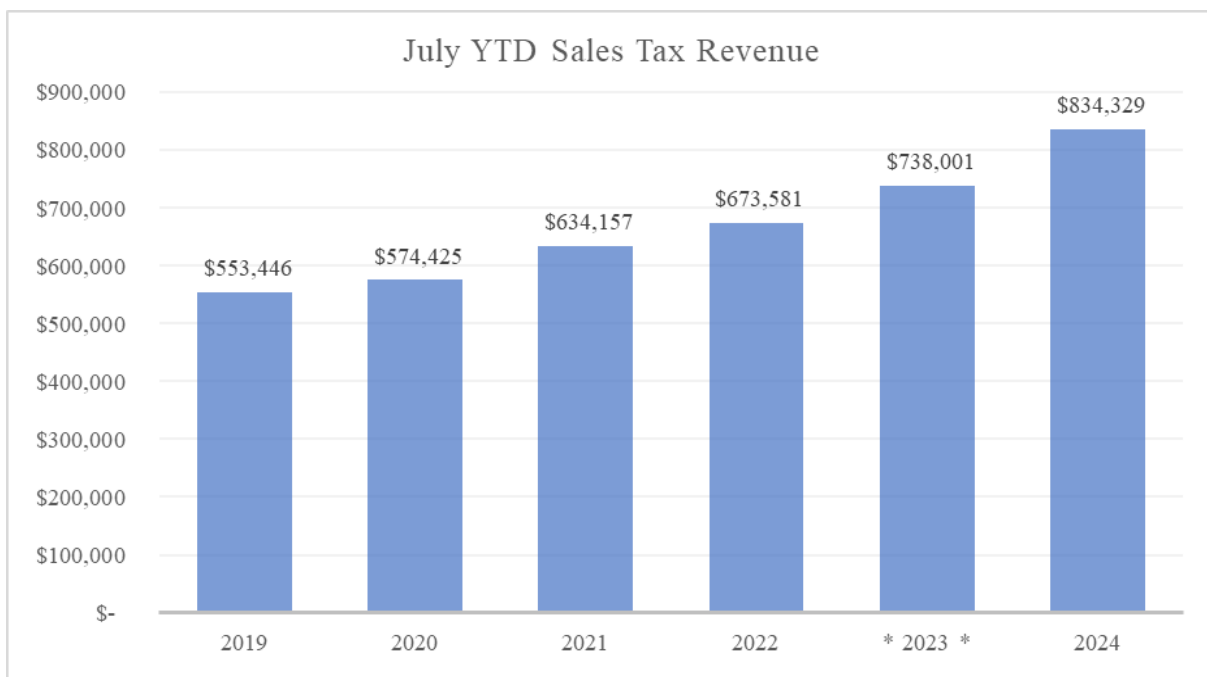
## FY 2024 Monthly Financial Update Period Ending July 2024



### Sales Tax Revenue:

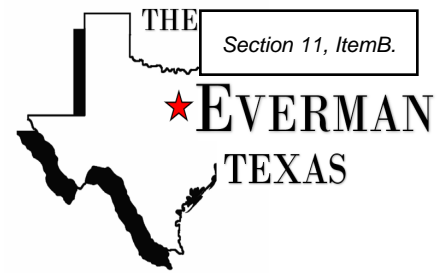
Sales Tax is received approximately six weeks after the month has ended. July 2024 Sales Tax collections totaled \$81,767. This amount is an increase of \$96,328 over July 2023. The graph below reflects the most up to date information regarding sales tax collections. The growth reflects a positive upward trend in sales tax collections for the year. Sales tax is a large revenue source for the City’s General Fund.

	<b>Budget</b>	<b>Month Actual</b>	<b>YTD Actual</b>	<b>% Budget</b>
Sales Tax	\$ 450,000	\$ 41,094	\$ 421,349	93.63%
4B Sales Tax	225,000	20,547	210,674	93.63%
Street Improvement	120,000	10,273	105,337	87.78%
Crime Control District	100,000	9,853	96,969	96.97%
<b>Total</b>	<b>\$ 895,000</b>	<b>\$ 81,767</b>	<b>\$ 834,329</b>	<b>93.22%</b>





## FY 2024 Monthly Financial Update Period Ending July 2024



### **General Fund:**

#### *Revenues*

- Total General Fund year-to-date revenues in July 2024 totaled \$6,235,122 or 76.14%, of the budgeted annual revenue.

#### *Expenditures*

- General Fund year-to-date expenditures in July 2024 totaled \$8,125,031 or 99.22%, of the budgeted expenditures.

### **Water & Sewer Fund:**

#### *Revenues*

- Total Water & Sewer Fund year-to-date revenues in July 2024 totaled \$3,605,970 or 123.36%, of the budgeted annual revenue. Water revenues are staying on the budgeted course, and we continue to see improvement in the cash position for the Water & Sewer Fund.

#### *Expenditures*

- Water & Sewer Fund year-to-date expenditures in July 2024 totaled \$2,217,428 or 75.86%, of the budgeted expenditures.

### **Investments:**

Our investments at LOGIC ended the month with a \$2,296,090 balance and earned \$11,568 in interest for the month. The average monthly interest rate was 5.4031%, a slight decrease from last month. The Federal Reserve is expected to gradually reduce interest rates over the next few months.

### **Other:**

- July 9, 2024 Budget Workshop: Payroll and Benefits, Water & Sewer Fund and Special Revenue Expenditures
- July 12, 2024 Budget Workshop: General Fund Expenditures
- August 6, 2024 Budget Workshop: Proposed Tax Rates and Revenues
- August 13, 2024 Regular Council Meeting: Distribute Proposed Budget Book
- August 20, 2024 Public Hearing/Special Council Meeting: Tax Rates & Proposed Budget (Adoption and Ordinance)

Susanne Helgesen,  
Finance Director



**City of Everman  
Monthly Council Report  
As of July 31, 2024  
Investment Report**

Section 11, Item B.

ACCOUNT TYPE	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	INTEREST	ENDING BALANCE	WEIGHTED AVERAGE MATURITY	INTEREST (YIELD)	IN TRANSIT	BOOK VALUE	MARKET VALUE	FUND DISTRIBUTION
LOGIC - Local Government Investment Cooperative											
6005182010 Operation & Investment (GF)	\$ 490,564.56	\$ -	\$ 375,000.00	\$ 1,407.29	\$ 116,971.85	44 Days	5.4031%	\$ -	\$ 116,971.85	\$ 116,971.85	General Fund
6005182020 2020 CO Issue - Construction Fund (W&S)	71,937.73	-	-	330.11	72,267.84	44 Days	5.4031%	-	72,267.84	72,267.84	Water & Sewer Fund
6005182030 Debt Service - LT Note (W&S)	256,712.91	-	-	1,178.03	257,890.94	44 Days	5.4031%	-	257,890.94	257,890.94	Water & Sewer Fund
6005182040 4A Sales Tax - Street	92,602.32	-	-	424.96	93,027.28	44 Days	5.4031%	-	93,027.28	93,027.28	Street Improvement Tax Fund
6005182050 Debt Service - LT Note (GF)	10,088.41	-	-	46.25	10,134.66	44 Days	5.4031%	-	10,134.66	10,134.66	General Fund
6005182060 4B Sales Tax - Crime Control	449,125.39	-	-	2,061.02	451,186.41	44 Days	5.4031%	-	451,186.41	451,186.41	Crime Control District Fund
6005182070 4B Sales Tax - Economic Development Corp.	464,790.64	-	-	2,132.88	466,923.52	44 Days	5.4031%	-	466,923.52	466,923.52	Economic Development Corp. Fund
6005182080 Operation & Investment (W&S)	675,510.71	-	-	3,099.84	678,610.55	44 Days	5.4031%	-	678,610.55	678,610.55	Water & Sewer Fund
6005182090 TIF District #1	10,197.79	-	-	46.81	10,244.60	44 Days	5.4031%	-	10,244.60	10,244.60	TIF Reinvestment Zone #1 Fund
6005182100 Restricted/Reserved (W&S)	160,330.03	-	-	484.06	60,814.09	44 Days	5.4031%	-	60,814.09	60,814.09	Water & Sewer Fund
6005182110 2013 CO Issue	1,530.06	-	-	7.08	1,537.14	44 Days	5.4031%	-	1,537.14	1,537.14	2013 Bond Fund
6005182120 2020 CO Issue - 2021 Tax Notes (GF)	-	-	100,000.00	-	-	44 Days	5.4031%	-	-	-	General Fund
6005182130 Confiscated Funds	-	-	-	-	-	44 Days	5.4031%	-	-	-	Confiscated Property/Cash Fund
6005182140 Asset Forfeitures	-	-	-	-	-	44 Days	5.4031%	-	-	-	Asset Forfeiture Fund
6005182150 Water Impact Fees	-	-	-	-	-	44 Days	5.4031%	-	-	-	-
6005182160 Fire Dispatch	76,131.90	-	-	349.37	76,481.27	44 Days	5.4031%	-	76,481.27	76,481.27	-
<b>LOGIC Total</b>	<b>2,759,522.45</b>	<b>-</b>	<b>475,000.00</b>	<b>11,567.70</b>	<b>2,296,090.15</b>				<b>2,296,090.15</b>	<b>2,296,090.15</b>	
Frost Bank											
Consolidated - Pooled Cash	476,069.18	1,188,234.58	1,500,184.52	-	164,119.24	-	-	(161,898.08)	2,221.16	2,221.16	All Funds
<b>Frost Total</b>	<b>1,019,744.81</b>	<b>1,188,234.58</b>	<b>1,500,184.52</b>	<b>-</b>	<b>164,119.24</b>			<b>(161,898.08)</b>	<b>2,221.16</b>	<b>2,221.16</b>	
<b>Total Cash &amp; Investments</b>	<b>\$ 3,779,267.26</b>	<b>\$ 1,188,234.58</b>	<b>\$ 1,975,184.52</b>	<b>\$ 11,567.70</b>	<b>\$ 2,460,209.39</b>			<b>-</b>	<b>\$ 2,298,311.31</b>	<b>\$ 2,298,311.31</b>	

The undersigned investment officers acknowledge that this report is in compliance with the policies and strategies contained in the City's Investment Policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

*Susanne Helgesen*

Susanne Helgesen  
Finance Director

*Craig Spencer*

Craig Spencer  
City Manager

**City of Everman**  
**Cash Position Report**  
**As of July 31, 2024**

Section 11, Item B.
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	Beginning Balance	Change	Ending Balance
<b>GENERAL FUND</b>			
Operating Cash	\$ (1,614,675.43)	\$ (366,325.86)	\$ (1,981,001.29)
Purchased CDs	-	-	-
Operation & Investment	490,564.56	(373,592.71)	116,971.85
Fire Dispatch Investment	76,131.90	349.37	76,481.27
<b>Total General Fund</b>	<b>(1,047,978.97)</b>	<b>(739,569.20)</b>	<b>(1,787,548.17)</b>
<b>WATER &amp; SEWER FUND</b>			
Operating Cash	1,841,965.88	(24,977.34)	1,816,988.54
Operation & Investment	464,790.64	2,132.88	466,923.52
Restricted Reserve for Water Dep	10,197.79	46.81	10,244.60
2020 CO Issue - Construction Fund	-	-	-
Debt Service LT Note	71,937.73	330.11	72,267.84
<b>Total Water &amp; Sewer Fund</b>	<b>2,388,892.04</b>	<b>(22,467.54)</b>	<b>2,366,424.50</b>
<b>DEBT SERVICE FUND</b>			
Operating Cash	221,022.01	(30,019.73)	191,002.28
Operation & Investment	92,602.32	424.96	93,027.28
<b>Total Debt Service Fund</b>	<b>313,624.33</b>	<b>(29,594.77)</b>	<b>284,029.56</b>
<b>OTHER RESTRICTED FUNDS</b>			
TCOLE	4,958.41	-	4,958.41
4B Sales Tax - Economic Development	51,388.15	5,260.49	56,648.64
General Sales Tax .50%	449,125.39	2,061.02	451,186.41
TIF Dist #1 - Cnty/Hosp	128,616.75	23,466.30	152,083.05
Cnty/Hosp/City Contributions	675,510.71	3,099.84	678,610.55
4A Sales Tax - Street Improvement	5,372.67	2,266.04	7,638.71
General Sales Tax .25%	256,712.91	1,178.03	257,890.94
4B Sales Tax - Crime Control District	28,983.29	2,585.91	31,569.20
Specific Sales Tax .25%	10,088.41	46.25	10,134.66
PD - Asset Forfeitures	(488.71)	-	(488.71)
PD - Asset Forfeitures Investment	1,530.06	7.08	1,537.14
PD - Confiscated Property/Cash	-	-	-
PD - Confiscated Property/Cash Investment	-	-	-
2020 CO Issue - 2021 Tax Notes - Operating	(377,177.67)	100,000.00	(277,177.67)
2020 CO Issue - 2021 Tax Notes - Operation & Investment	160,330.03	(99,515.94)	60,814.09
<b>Total Other Restricted Funds</b>	<b>1,394,950.40</b>	<b>40,455.02</b>	<b>1,435,405.42</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 3,049,487.80</b>	<b>\$ (751,176.49)</b>	<b>\$ 2,298,311.31</b>

**City of Everman**  
**Revenue Summary Report**  
**As of July 31, 2024**

Section 11, Item B.

	Budget	Month Actual	YTD Actual	% Budget
<b>GENERAL FUND</b>				
Property Tax	\$ 3,251,102	\$ 39,947	\$ 3,014,846	92.73%
Sales Tax	450,000	41,094	421,349	93.63%
Other Taxes	294,000	17,896	267,507	90.99%
Licenses, Permits & Fees for Service	841,750	84,111	824,778	97.98%
Court Fines / Warrants / Recovery	165,750	9,172	100,634	60.71%
Inter-Govt Revenue	2,055,601	89,244	784,247	38.15%
Administrative Transfers	764,600	63,717	637,167	83.33%
Other Revenue	371,500	101,530	184,595	49.69%
Budgeted Equity Change	(5,405)	-	-	-
<b>Total General Fund</b>	<b>8,188,898</b>	<b>446,711</b>	<b>6,235,122</b>	<b>76.14%</b>
<b>WATER &amp; SEWER FUND</b>				
Water Sales & Fees for Service	1,790,500	143,484	2,526,598	141.11%
Sewer Fees	1,152,200	105,843	972,594	84.41%
Penalty & Reconnect Fees	100,000	7,416	77,556	77.56%
Other Revenue	15,500	2,646	29,222	188.53%
Budgeted Equity Change	(135,186)	-	-	-
<b>Total Water &amp; Sewer Fund</b>	<b>2,923,014</b>	<b>259,389</b>	<b>3,605,970</b>	<b>123.36%</b>
<b>DEBT SERVICE FUND</b>				
Property Tax	397,291	13,280	515,803	129.83%
Investment Income	3,000	425	7,897	263.23%
Budgeted Equity Change	(2,000)	-	-	-
<b>Total Debt Service Fund</b>	<b>398,291</b>	<b>13,705</b>	<b>523,700</b>	<b>131.49%</b>
<b>OTHER FUNDS</b>				
TCOLE	1,500	-	3,695	246.31%
Economic Development	308,083	22,608	230,822	74.92%
TIF Dist #1 (County/Hospital)	150,000	3,581	254,540	169.69%
4A Sales Tax - Street Improvement	89,204	11,451	116,853	131.00%
4B Sales Tax - Crime Control District	87,204	9,899	97,421	111.72%
Seizure - Forfeiture	-	7	3,200	-
2020 CO Issue - 2021 Tax Notes	-	484	6,941	-
Budget Equity Change	(150,000)	-	-	-
<b>Total Other Funds</b>	<b>485,991</b>	<b>48,031</b>	<b>713,472</b>	<b>-</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 11,996,194</b>	<b>\$ 767,836</b>	<b>\$ 11,078,263</b>	<b>92.35%</b>

**City of Everman**  
**Expenditure Summary Report**  
**As of July 31, 2024**

Section 11, Item B.

	Budget	Month Actual	YTD Actual	% Budget
<b>GENERAL FUND</b>				
Non-Departmental (1)	\$ 292,000	\$ 30,172	\$ 333,184	114.10%
Administration	790,122	71,059	716,187	90.64%
Finance (2)	496,955	13,930	564,837	113.66%
Human Resources	134,053	10,069	115,172	85.92%
City Secretary (3)	194,607	12,543	184,982	95.05%
City Council	36,700	1,333	26,419	71.99%
Parks (4)	133,000	5,891	121,949	91.69%
Public Works	497,432	75,105	442,559	88.97%
Fire (5)	1,221,575	548,703	1,575,683	128.99%
Police	2,266,598	180,605	1,999,353	88.21%
Dispatch	1,439,100	114,853	1,221,618	84.89%
Code Enforcement	-	6,733	14,391	-
Animal Control (6)	152,476	30,058	181,922	119.31%
Municipal Court	125,280	7,919	88,722	70.82%
Civic Center	34,000	2,811	25,860	76.06%
Library	-	-	-	-
Fleet (7)	375,000	91,643	512,193	136.58%
<b>Total General Fund</b>	<b>8,188,898</b>	<b>1,203,427</b>	<b>8,125,031</b>	<b>99.22%</b>
<b>WATER &amp; SEWER FUND</b>				
Water	1,854,031	128,201	1,341,306	72.35%
Utility Billing	130,004	12,979	95,922	73.78%
Sewer	613,100	-	445,674	72.69%
Water/Sewer Debt Service	325,879	115,136	334,525	102.65%
<b>Total Water &amp; Sewer</b>	<b>2,923,014</b>	<b>256,316</b>	<b>2,217,428</b>	<b>75.86%</b>
<b>DEBT SERVICE FUND</b>				
Debt Service	398,291	43,300	425,490	106.83%
<b>Total Debt Service Fund</b>	<b>398,291</b>	<b>43,300</b>	<b>425,490</b>	<b>106.83%</b>
<b>OTHER RESTRICTED FUNDS</b>				
TCOLE	1,500	-	-	-
Economic Development	308,083	15,286	232,162	75.36%
TIF Dist #1 (County/Hospital)	-	-	-	-
4A Sales Tax - Street Improvement	89,204	8,007	71,863	80.56%
4B Sales Tax - Crime Control District	87,204	7,267	72,670	83.33%
Seizure - Forfeiture	-	-	2,152	-
2020 CO Issue	-	-	223,304	-
<b>Total Other Funds</b>	<b>485,991</b>	<b>30,561</b>	<b>602,152</b>	<b>123.92%</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 11,996,194</b>	<b>\$ 1,533,604</b>	<b>\$ 11,370,102</b>	<b>94.78%</b>

1. Non-Departmental expenses are high due to higher than usual utility (electric) expense.
2. Finance expenses are high due to the annual City TIF expense portion. The higher TIF revenue offsets this additional expense.
3. City Secretary expenses are high due to Christmas Tree Lighting expenses. Donations will cover expenses. Budget amendment to follow.
4. Parks expenses are high due to adding electrical outlets to the light poles at Pittman Park. Budget amendment to follow.
5. Fire expenses are high due to the new ambulance expenses. This will be reimbursed by Tarrant County ESD. Budget amendment to follow.
6. Animal Control expenses are high due to an increase in number of animals. Higher adoption fee revenues will offset expenses. Budget amendment to follow.
7. Fleet expenses are high due to several vehicle repairs. TML insurance reimbursement will cover the expenses. Budget amendment to follow.

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-10000-000 000					
84713	07/03/24	ARMSTRONG FORENSIC LABORATORY	1,003.27	R	ACH
84714	07/03/24	BOUND TREE MEDICAL, LLC	1,662.87	0	Regular
84715	07/03/24	CREDIT SYSTEMS INTERNATIONAL	53.46	0	Regular
84716	07/03/24	ENTERPRISE FM TRUST	36,438.18	R	ACH
84717	07/03/24	GAULT'S AUTO SHOP	565.51	0	Regular
84718	07/03/24	Jessica Ortiz	666.00	0	Regular
84719	07/03/24	Cassandra Zamora	550.00	0	Regular
84720	07/03/24	Guillermina Avelar	15.00	0	Regular
84721	07/03/24	Sarah Escobedo	15.00	0	Regular
84722	07/03/24	Martha Torres	15.00	0	Regular
84723	07/03/24	MUNICIPAL EMERGENCY SERVICES	10,898.30	R	ACH
84724	07/03/24	NATIONAL TELESYSTEMS, INC	99.50	R	ACH
84725	07/03/24	SIDDONS MARTIN EMERGENCY GROUP	776.72	R	ACH
84726	07/03/24	TEAGUE, NALL, AND PERKINS, INC	224.03	R	ACH
84727	07/03/24	TEXAS WATER PRODUCTS	422.00	0	Regular
84728	07/03/24	FWPROMO	1,394.75	0	Regular
84729	07/03/24	PATTERSON VETERINARY SUPPLY	433.28	0	Regular
84730	07/03/24	SUSANNE HELGESEN	355.58	R	ACH
84731	07/03/24	FORTRESS SECURITY, LLC	325.50	0	Regular
84732	07/03/24	DIVAL SAFETY EQUIPMENT, INC	563.50	0	Regular
84733	07/03/24	NETGENIUS, INC	3,850.00	0	Regular
84734	07/03/24	MOBILE COMMUNICATIONS AMERICA	290.00	R	ACH
84735	07/03/24	OFFERPAD LLC	10.95	0	Regular
84736	07/03/24	GUZMAN, JUAN	58.22	0	Regular
84737	07/03/24	MUNOZ, JOSE	75.00	0	Regular
84738	07/03/24	L & H LAWN & GARDEN REPAIR	40.20	0	Regular
84739	07/03/24	MARIA'S CAFE	28.61	0	Regular
84740	07/03/24	BENITEZ, ROBERTA GONZALEZ	56.15	0	Regular
84741	07/03/24	LEGEND CLASSIC HOMES	87.87	0	Regular
84742	07/03/24	LEGEND CLASSIC HOMES	71.67	0	Regular
84743	07/03/24	CJB CONSTRUCTION INC	1,481.00	0	Regular
84744	07/03/24	KENNETH P. HAFNER	643.20	0	Regular
84745	07/05/24	JENNIFER NATEROS	40.63	R	ACH
84746	07/05/24	laura Mendoza	500.00	0	Regular
84747	07/05/24	Priscilla Barboza	150.00	0	Regular
84748	07/05/24	Ricky Garcia	125.00	0	Regular
84749	07/05/24	TEAGUE, NALL, AND PERKINS, INC	6,732.75	R	ACH
84750	07/05/24	TEX-STAR LANDSCAPING & LAWN CA	5,891.06	0	Regular
84751	07/10/24	REAL DEAL CARPET FLOOR CLEANIN	1,960.00	0	Regular
84752	07/12/24	WASTE CONNECTIONS	52,463.17	R	ACH
84753	07/12/24	DHJ MECHANICAL LLC	5,830.00	R	ACH
84754	07/17/24	ALLEN, JOHNNIE	100.00	R	ACH
84755	07/17/24	CREDIT SYSTEMS INTERNATIONAL	78.21	0	Regular
84756	07/17/24	DATA PROSE, INC	3,002.00	R	ACH



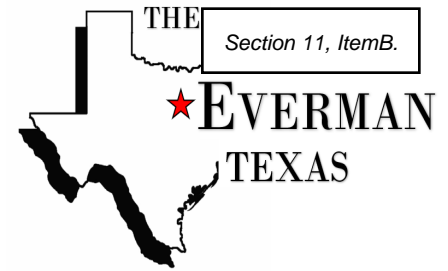
Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
84757	07/17/24	JUDY SELLERS	100.00	R	ACH
84758	07/17/24	LAW OFFICES OF ALAN C. WAYLAND	1,000.00	R	ACH
84759	07/17/24	LINDA SANDERS	100.00	R	ACH
84760	07/17/24	LONESTAR MAINTENANCE	133.00	R	ACH
84761	07/17/24	MACKEY, SUSAN	100.00	R	ACH
84762	07/17/24	MARTIN & SONS LOCKSMITH, INC.	483.35	0	Regular
84763	07/17/24	Michael Nicoletti	175.00	R	ACH
84764	07/17/24	MIRIAM DAVILA	100.00	R	ACH
84765	07/17/24	JOSE SOTO	500.00	0	Regular
84766	07/17/24	CELIA MONTES	15.00	0	Regular
84767	07/17/24	Eduardo Espinoza	15.00	0	Regular
84769	07/17/24	IRMA PALACIOS	15.00	0	Regular
84770	07/17/24	DIXIE ARZOLA	15.00	0	Regular
84771	07/17/24	OCCUPATIONAL HEALTH	210.00	R	ACH
84772	07/17/24	RAY RICHARDSON	500.00	R	ACH
84773	07/17/24	RAY RICHARDSON	232.92	R	ACH
84774	07/17/24	SIDDONS MARTIN EMERGENCY GROUP	392,940.00	R	ACH
84775	07/17/24	MCCLATCHY COMPANY LLC	647.36	0	Regular
84776	07/17/24	TEXAS MATERIALS GROUP, INC	3,382.86	0	Regular
84777	07/17/24	UNIFIRST CORPORATION, INC	96.40	R	ACH
84778	07/17/24	CIVICPLUS LLC	15.71	R	ACH
84779	07/17/24	BUREAU VERITAS NORTH AMERICA	24,655.97	R	ACH
84780	07/17/24	CAROLYN YVETTE RENFRO	100.00	R	ACH
84781	07/17/24	NICHOLS JACKSON DILLARD HAGER	2,800.92	R	ACH
84782	07/17/24	CRAIG A. MAGNUSON	900.00	R	ACH
84783	07/17/24	FERNO-WASHINGTON, INC	44,564.73	0	Regular
84784	07/17/24	TS&G, LLC	765.52	0	Regular
84785	07/17/24	DUBB CRETE	28,900.00	0	Regular
84786	07/17/24	NETGENIUS, INC	3,850.00	R	ACH
84787	07/17/24	CENTERLINE SUPPLY, INC	498.68	0	Regular
84788	07/17/24	STUDIO STITCH, LLC	76.00	0	Regular
84789	07/17/24	MUNICIPAL MOSSQUITO	400.00	0	Regular
84790	07/17/24	PRIORITY DISPATCH CORP.	10,240.00	0	Regular
84791	07/25/24	B2O ENVIRONMENTAL, INC	13,510.61	0	Quick Check
84792	07/29/24	AMAZON CAPITAL SERVICES	7,475.48	R	ACH
84793	07/29/24	BEAN ELECTRICAL, INC	510.56	0	Regular
84794	07/29/24	DATA PROSE, INC	1,618.84	R	ACH
84795	07/29/24	ENTERPRISE FM TRUST	33,073.11	R	ACH
84796	07/29/24	GOT YOU COVERED WORKWEAR & UNI	610.64	0	Regular
84797	07/29/24	Brian Thompson	550.00	0	Regular
84798	07/29/24	Maryela Contreras	750.00	0	Regular
84799	07/29/24	Cindy Rohan	750.00	0	Regular
84800	07/29/24	Brian Thompson	750.00	0	Regular
84801	07/29/24	Chaketha Carr	500.00	0	Regular
84802	07/29/24	REBECCA GALAVIZ	10.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
84803	07/29/24	Modesta Martinez	15.00	0	Regular
84804	07/29/24	Starla Anderson	15.00	0	Regular
84805	07/29/24	Starla Anderson	10.00	0	Regular
84806	07/29/24	NORTHERN TRINITY GROUND WATER	13,685.98	0	Regular
84807	07/29/24	TEAGUE, NALL, AND PERKINS, INC	290.00	R	ACH
84808	07/29/24	TEXAS MATERIALS GROUP, INC	1,606.55	0	Regular
84809	07/29/24	FWPROMO	400.69	0	Regular
84810	07/29/24	DHJ MECHANICAL LLC	1,500.00	R	ACH
84811	07/29/24	SUNBELT RENTALS, INC	1,311.44	0	Regular
84812	07/29/24	GENASYS	3,384.00	R	ACH

61	Checks total:	147,293.98
38	ACH total:	593,605.48
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
99	GRAND TOTALS	740,899.46



## FY 2024 Monthly Financial Update Period Ending August 2024



This monthly financial report is intended to provide informative and relevant financial data to City Council, as well as the citizens of Everman. The report includes highlights of the City’s financial condition as of August 31, 2024. The statements are prepared and reported on a modified accrual basis of accounting.

### Cash Position:

The total cash position for the month was \$3,423,225 up \$1,124,913 from July. This amount is an increase of \$754,880 over August 2023.

### Overall Performance:

There were no exceptional revenues in August other than property tax, and sales tax collections. We must remember that our revenue streams are not guaranteed. Sales Taxes and Property Taxes are contingent upon the economy.

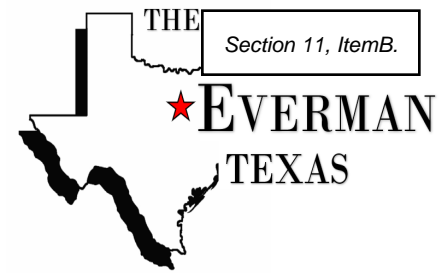
### Property Tax Revenue:

The property taxes collected in August 2024 were \$29,802. As of August, we have collected 97.59% of this year’s budgeted property tax revenue. This revenue will continue to decrease over the next couple of months as we have received most of our budgeted revenue for the year.

	Budget	Month Actual	YTD Actual	% Budget
Property Tax - Current (General Fund)	\$ 3,161,102	\$ 28,582	\$ 2,965,434	93.81%
Property Tax - Delinquent	50,000	(5,555)	30,330	60.66%
Property Tax - Penalty & Interest	40,000	3,561	45,671	114.18%
Property Tax - Abatement	-	-	-	-
Property Tax - Current (Debt Service Fund)	390,291	4,610	511,397	131.03%
Property Tax - Delinquent (Debt Service Fund)	7,000	(1,396)	7,620	108.86%
<b>Total</b>	<b>\$ 3,648,393</b>	<b>\$ 29,802</b>	<b>\$ 3,560,451</b>	<b>97.59%</b>



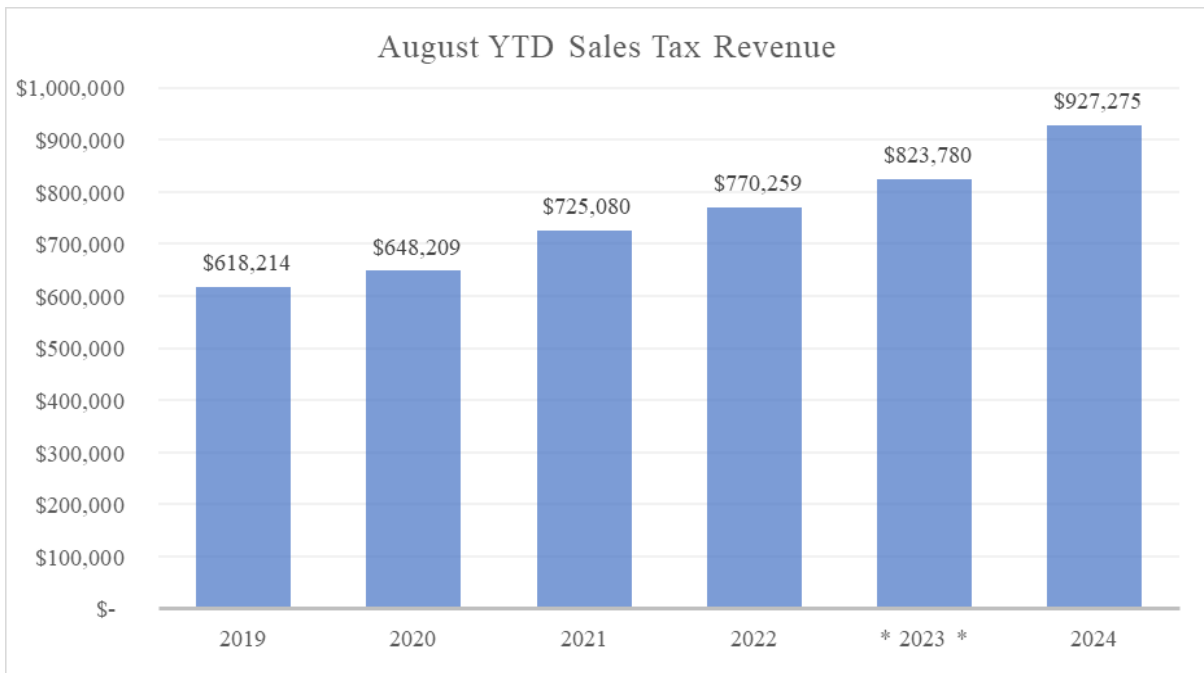
## FY 2024 Monthly Financial Update Period Ending August 2024



### Sales Tax Revenue:

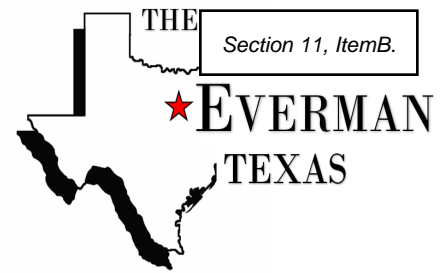
Sales Tax is received approximately six weeks after the month has ended. August 2024 Sales Tax collections totaled \$92,947. This amount is an increase of \$103,495 over August 2023. The graph below reflects the most up to date information regarding sales tax collections. The growth reflects a positive upward trend in sales tax collections for the year. Sales tax is a large revenue source for the City's General Fund.

	<b>Budget</b>	<b>Month Actual</b>	<b>YTD Actual</b>	<b>% Budget</b>
Sales Tax	\$ 450,000	\$ 47,187	\$ 468,535	104.12%
4B Sales Tax	225,000	23,593	234,268	104.12%
Street Improvement	120,000	11,797	117,134	97.61%
Crime Control District	100,000	10,370	107,339	107.34%
<b>Total</b>	<b>\$ 895,000</b>	<b>\$ 92,947</b>	<b>\$ 927,275</b>	<b>103.61%</b>





## FY 2024 Monthly Financial Update Period Ending August 2024



### **General Fund:**

#### *Revenues*

- Total General Fund year-to-date revenues in August 2024 totaled \$7,220,657 or 88.18%, of the budgeted annual revenue.

#### *Expenditures*

- General Fund year-to-date expenditures in August 2024 totaled \$8,950,847 or 109.30%, of the budgeted expenditures.

### **Water & Sewer Fund:**

#### *Revenues*

- Total Water & Sewer Fund year-to-date revenues in August 2024 totaled \$3,942,171 or 134.87%, of the budgeted annual revenue. Water revenues are staying on the budgeted course, and we continue to see improvement in the cash position for the Water & Sewer Fund.

#### *Expenditures*

- Water & Sewer Fund year-to-date expenditures in August 2024 totaled \$2,515,558 or 86.06%, of the budgeted expenditures.

### **Investments:**

Our investments at LOGIC ended the month with a \$2,656,495 balance and earned \$10,405 in interest for the month. The average monthly interest rate was 5.3775%, a slight decrease from last month. The Federal Reserve is expected to gradually reduce interest rates over the next few months.

### **Other:**

- There are many budget amendments needed for FY 2024. These will be presented for Public Hearing and Council approval in the next couple of months as we close out the Fiscal Year.
- Our auditors, Pattillo, Brown, & Hill, LLP will be here the week of September 9, 2024 to begin interim work on our FY 2024 Audit.

Susanne Helgesen,  
Finance Director




**City of Everman**  
**Monthly Council Report**  
**As of August 31, 2024**  
**Investment Report**

Section 11, Item B.

ACCOUNT TYPE	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	INTEREST	ENDING BALANCE	WEIGHTED AVERAGE MATURITY	INTEREST (YIELD)	IN TRANSIT	BOOK VALUE	MARKET VALUE	FUND DISTRIBUTION
LOGIC - Local Government Investment Cooperative											
6005182010 Operation & Investment (GF)	\$ 116,971.85	\$ 250,000.00	\$ -	\$ 1,012.80	\$ 367,984.65	46 Days	5.3775%	-	\$ 367,984.65	\$ 367,984.65	General Fund
6005182020 2020 CO Issue - Construction Fund (W&S)	-	-	-	-	72,597.90	46 Days	5.3775%	-	-	72,597.90	Water & Sewer Fund
6005182030 Debt Service - LT Note (W&S)	72,267.84	-	-	330.06	259,068.78	46 Days	5.3775%	-	259,068.78	259,068.78	Water & Sewer Fund
6005182040 4A Sales Tax - Street	257,890.94	-	-	1,177.84	93,452.16	46 Days	5.3775%	-	93,452.16	93,452.16	Street Improvement Tax Fund
6005182050 Debt Service - LT Note (GF)	99,027.28	-	-	424.88	10,180.93	46 Days	5.3775%	-	10,180.93	10,180.93	General Fund
6005182060 4B Sales Tax - Crime Control	10,134.66	-	-	46.27	453,247.05	46 Days	5.3775%	-	453,247.05	453,247.05	Crime Control District Fund
6005182070 4B Sales Tax - Economic Development Corp.	451,186.41	-	-	2,060.64	568,849.52	46 Days	5.3775%	-	568,849.52	568,849.52	Economic Development Corp. Fund
6005182080 Operation & Investment (W&S)	466,923.52	250,000.00	150,000.00	1,926.00	681,356.33	46 Days	5.3775%	-	681,356.33	681,356.33	Water & Sewer Fund
6005182090 TIF District #1	678,610.55	200,000.00	200,000.00	2,745.78	10,291.41	46 Days	5.3775%	-	10,291.41	10,291.41	TIF Reinvestment Zone #1 Fund
6005182100 Restricted/Reserved (W&S)	10,244.60	-	-	46.81	-	46 Days	5.3775%	-	-	-	Water & Sewer Fund
6005182110 2013 CO Issue	-	-	-	-	61,091.83	46 Days	5.3775%	-	61,091.83	61,091.83	2013 Bond Fund
6005182120 2020 CO Issue - 2021 Tax Notes (GF)	60,814.09	-	-	277.74	1,544.22	46 Days	5.3775%	-	1,544.22	1,544.22	General Fund
6005182130 Confiscated Funds	-	-	-	-	-	46 Days	5.3775%	-	-	-	Confiscated Property/Cash Fund
6005182140 Asset Forfeitures	1,537.14	-	-	7.08	-	46 Days	5.3775%	-	-	-	Asset Forfeiture Fund
6005182150 Water Impact Fees	-	-	-	-	76,830.57	46 Days	5.3775%	-	76,830.57	76,830.57	Water & Sewer Fund
6005182160 Fire Dispatch	76,481.27	-	-	349.30	2,656,495.35	46 Days	5.3775%	-	2,656,495.35	2,656,495.35	2013 Bond Fund
<b>LOGIC Total</b>	<b>2,296,090.15</b>	<b>700,000.00</b>	<b>350,000.00</b>	<b>10,405.20</b>	<b>2,656,495.35</b>						
Frost Bank Consolidated - Pooled Cash	164,119.24	2,252,319.89	1,759,352.18	-	657,086.95	-	-	109,642.33	766,729.28	766,729.28	All Funds
<b>Frost Total</b>	<b>1,019,744.81</b>	<b>2,252,319.89</b>	<b>1,759,352.18</b>	<b>-</b>	<b>657,086.95</b>			<b>109,642.33</b>	<b>766,729.28</b>	<b>766,729.28</b>	
<b>Total Cash &amp; Investments</b>	<b>\$ 3,315,834.96</b>	<b>\$ 2,952,319.89</b>	<b>\$ 2,109,352.18</b>	<b>\$ 10,405.20</b>	<b>\$ 3,313,582.30</b>				<b>\$ 3,423,224.63</b>	<b>\$ 3,423,224.63</b>	

The undersigned investment officers acknowledge that this report is in compliance with the policies and strategies contained in the City's Investment Policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

  
 Susanna Helgesen  
 Finance Director

  
 Craig Spencer  
 City Manager

**City of Everman**  
**Cash Position Report**  
**As of August 31, 2024**

Section 11, Item B.

	Beginning Balance	Change	Ending Balance
<b>GENERAL FUND</b>			
Operating Cash	\$ (1,981,001.29)	\$ 1,030,960.38	\$ (950,040.91)
Purchased CDs	-	-	-
Operation & Investment	116,971.85	51,012.80	167,984.65
Fire Dispatch Investment	76,481.27	349.30	76,830.57
<b>Total General Fund</b>	<b>(1,787,548.17)</b>	<b>1,082,322.48</b>	<b>(705,225.69)</b>
<b>WATER &amp; SEWER FUND</b>			
Operating Cash	1,816,988.54	(82,711.78)	1,734,276.76
Operation & Investment	466,923.52	101,926.00	568,849.52
Restricted Reserve for Water Dep	10,244.60	46.81	10,291.41
2020 CO Issue - Construction Fund	-	-	-
Debt Service LT Note	72,267.84	330.06	72,597.90
<b>Total Water &amp; Sewer Fund</b>	<b>2,366,424.50</b>	<b>19,591.09</b>	<b>2,386,015.59</b>
<b>DEBT SERVICE FUND</b>			
Operating Cash	191,002.28	3,214.03	194,216.31
Operation & Investment	93,027.28	424.88	93,452.16
<b>Total Debt Service Fund</b>	<b>284,029.56</b>	<b>3,638.91</b>	<b>287,668.47</b>
<b>OTHER RESTRICTED FUNDS</b>			
TCOLE	4,958.41	-	4,958.41
4B Sales Tax - Economic Development	56,648.64	5,712.21	62,360.85
General Sales Tax .50%	451,186.41	2,060.64	453,247.05
TIF Dist #1 - Cnty/Hosp	152,083.05	(200,000.00)	(47,916.95)
Cnty/Hosp/City Contributions	678,610.55	202,745.78	881,356.33
4A Sales Tax - Street Improvement	7,638.71	4,230.33	11,869.04
General Sales Tax .25%	257,890.94	1,177.84	259,068.78
4B Sales Tax - Crime Control District	31,569.20	3,102.95	34,672.15
Specific Sales Tax .25%	10,134.66	46.27	10,180.93
PD - Asset Forfeitures	(488.71)	-	(488.71)
PD - Asset Forfeitures Investment	1,537.14	7.08	1,544.22
PD - Confiscated Property/Cash	-	-	-
PD - Confiscated Property/Cash Investment	-	-	-
2020 CO Issue - 2021 Tax Notes - Operating	(277,177.67)	-	(277,177.67)
2020 CO Issue - 2021 Tax Notes - Operation & Investment	60,814.09	277.74	61,091.83
<b>Total Other Restricted Funds</b>	<b>1,435,405.42</b>	<b>19,360.84</b>	<b>1,454,766.26</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 2,298,311.31</b>	<b>\$ 1,124,913.32</b>	<b>\$ 3,423,224.63</b>

**City of Everman**  
**Revenue Summary Report**  
**As of August 31, 2024**

Section 11, Item B.

	Budget	Month Actual	YTD Actual	% Budget
<b>GENERAL FUND</b>				
Property Tax	\$ 3,251,102	\$ 26,588	\$ 3,041,434	93.55%
Sales Tax	450,000	47,187	468,535	104.12%
Other Taxes	294,000	16,607	284,115	96.64%
Licenses, Permits & Fees for Service	841,750	70,846	895,624	106.40%
Court Fines / Warrants / Recovery	165,750	11,008	111,641	67.36%
Inter-Govt Revenue	2,055,601	35,000	819,247	39.85%
Administrative Transfers	764,600	63,717	700,883	91.67%
Other Revenue	371,500	714,583	899,177	242.04%
Budgeted Equity Change	(5,405)	-	-	-
<b>Total General Fund</b>	<b>8,188,898</b>	<b>985,536</b>	<b>7,220,657</b>	<b>88.18%</b>
<b>WATER &amp; SEWER FUND</b>				
Water Sales & Fees for Service	1,790,500	201,279	2,727,877	152.35%
Sewer Fees	1,152,200	111,109	1,083,702	94.06%
Penalty & Reconnect Fees	100,000	8,152	85,708	85.71%
Other Revenue	15,500	15,661	44,884	289.57%
Budgeted Equity Change	(135,186)	-	-	-
<b>Total Water &amp; Sewer Fund</b>	<b>2,923,014</b>	<b>336,201</b>	<b>3,942,171</b>	<b>134.87%</b>
<b>DEBT SERVICE FUND</b>				
Property Tax	397,291	3,214	519,017	130.64%
Investment Income	3,000	425	8,322	277.39%
Budgeted Equity Change	(2,000)	-	-	-
<b>Total Debt Service Fund</b>	<b>398,291</b>	<b>3,639</b>	<b>527,339</b>	<b>132.40%</b>
<b>OTHER FUNDS</b>				
TCOLE	1,500	-	3,695	246.31%
Economic Development	308,083	25,654	256,476	83.25%
TIF Dist #1 (County/Hospital)	150,000	2,746	257,286	171.52%
4A Sales Tax - Street Improvement	89,204	12,975	129,828	145.54%
4B Sales Tax - Crime Control District	87,204	10,416	107,837	123.66%
Seizure - Forfeiture	-	7	3,208	-
2020 CO Issue - 2021 Tax Notes	-	278	7,218	-
Budget Equity Change	(150,000)	-	-	-
<b>Total Other Funds</b>	<b>485,991</b>	<b>52,075</b>	<b>765,547</b>	<b>-</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 11,996,194</b>	<b>\$ 1,377,451</b>	<b>\$ 12,455,714</b>	<b>103.83%</b>



**City of Everman  
Expenditure Summary Report  
As of August 31, 2024**

Section 11, Item B.

	Budget	Month Actual	YTD Actual	% Budget
<b>GENERAL FUND</b>				
Non-Departmental (1)	\$ 292,000	\$ 28,985	\$ 362,169	124.03%
Administration	790,122	73,096	789,283	99.89%
Finance (2)	496,955	49,642	614,479	123.65%
Human Resources	134,053	14,344	129,516	96.62%
City Secretary (3)	194,607	17,385	202,367	103.99%
City Council	36,700	1,100	27,519	74.98%
Parks (4)	133,000	6,057	128,005	96.24%
Public Works	497,432	58,865	501,424	100.80%
Fire (5)	1,221,575	135,137	1,710,821	140.05%
Police	2,266,598	247,935	2,247,288	99.15%
Dispatch	1,439,100	127,622	1,349,240	93.76%
Code Enforcement	-	-	14,391	-
Animal Control (6)	152,476	42,764	224,686	147.36%
Municipal Court	125,280	10,401	99,123	79.12%
Civic Center	34,000	326	26,186	77.02%
Library	-	-	-	-
Fleet (7)	375,000	12,157	524,350	139.83%
<b>Total General Fund</b>	<b>8,188,898</b>	<b>825,816</b>	<b>8,950,847</b>	<b>109.30%</b>
<b>WATER &amp; SEWER FUND</b>				
Water	1,854,031	231,345	1,572,651	84.82%
Utility Billing	130,004	10,742	106,664	82.05%
Sewer	613,100	56,044	501,717	81.83%
Water/Sewer Debt Service	325,879	-	334,525	102.65%
<b>Total Water &amp; Sewer</b>	<b>2,923,014</b>	<b>298,131</b>	<b>2,515,558</b>	<b>86.06%</b>
<b>DEBT SERVICE FUND</b>				
Debt Service	398,291	-	425,490	106.83%
<b>Total Debt Service Fund</b>	<b>398,291</b>	<b>-</b>	<b>425,490</b>	<b>106.83%</b>
<b>OTHER RESTRICTED FUNDS</b>				
TCOLE	1,500	-	-	-
Economic Development	308,083	17,881	250,043	81.16%
TIF Dist #1 (County/Hospital)	-	-	-	-
4A Sales Tax - Street Improvement	89,204	7,566	79,430	89.04%
4B Sales Tax - Crime Control District	87,204	7,267	79,937	91.67%
Seizure - Forfeiture	-	-	2,152	-
2020 CO Issue	-	-	223,304	-
<b>Total Other Funds</b>	<b>485,991</b>	<b>32,715</b>	<b>634,867</b>	<b>-</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 11,996,194</b>	<b>\$ 1,156,661</b>	<b>\$ 12,526,763</b>	<b>104.42%</b>

1. Non-Departmental expenses are high due to higher than usual utility (electric) expense.
2. Finance expenses are high due to the annual City TIF expense portion. The higher TIF revenue offsets this additional expense.
3. City Secretary expenses are high due to Christmas Tree Lighting expenses. Donations will cover expenses. Budget amendment to follow.
4. Parks expenses are high due to adding electrical outlets to the light poles at Pittman Park. Budget amendment to follow.
5. Fire expenses are high due to the new ambulance expenses. This will be reimbursed by Tarrant County ESD. Budget amendment to follow.
6. Animal Control expenses are high due to an increase in number of animals. Higher adoption fee revenues will offset expenses. Budget amendment to follow.
7. Fleet expenses are high due to several vehicle repairs. TML insurance reimbursement will cover the expenses. Budget amendment to follow.

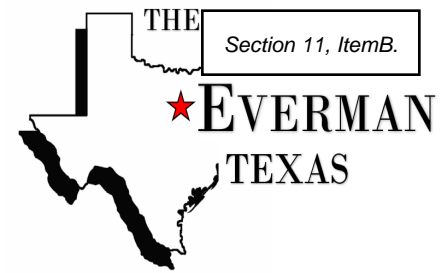
Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-10000-000 000					
84813	08/02/24	FORT WORTH WATER DEPARTMENT	57,971.32	R	ACH
84814	08/02/24	Michael Nicoletti	175.00	R	ACH
84815	08/02/24	WASTE CONNECTIONS	31,298.56	R	ACH
84816	08/02/24	P3WORKS, LLC	701.25	R	ACH
84817	08/02/24	MENDEZ, YADIRA	42.30	0	Regular
84818	08/02/24	TOLE, RYAN	17.92	0	Regular
84819	08/02/24	MUZEMIN, RODA	67.37	0	Regular
84820	08/02/24	LEGEND CLASSIC HOMES	95.57	0	Regular
84821	08/02/24	LEGEND CLASSIC HOMES	72.53	0	Regular
84822	08/02/24	LEGEND CLASSIC HOMES	87.66	0	Regular
84823	08/02/24	LEGEND CLASSIC HOMES	148.80	0	Regular
84824	08/02/24	LEGEND CLASSIC HOMES	174.37	0	Regular
84825	08/02/24	LEGEND CLASSIC HOMES	140.68	0	Regular
84826	08/02/24	LEGEND CLASSIC HOMES	103.59	0	Regular
84827	08/02/24	LEGEND CLASSIC HOMES	150.95	0	Regular
84828	08/02/24	LEGEND CLASSIC HOMES	134.34	0	Regular
84829	08/02/24	LEGEND CLASSIC HOMES	119.74	0	Regular
84830	08/02/24	LEGEND CLASSIC HOMES	128.08	0	Regular
84831	08/14/24	BOUND TREE MEDICAL, LLC	1,752.98	0	Regular
84832	08/14/24	COMMERCE BANK COMMERCIAL CARDS	13,716.10	R	ACH
84833	08/14/24	DOUG KEYS SERVICE	1,745.70	0	Regular
84834	08/14/24	FORT WORTH TRANSPORTATION AUTH	1,389.00	R	ACH
84835	08/14/24	LIFEWORCS (US) LTD.	958.00	R	ACH
84836	08/14/24	MARTIN & SONS LOCKSMITH, INC.	259.95	0	Regular
84837	08/14/24	Brad Bradley	85.00	0	Regular
84838	08/14/24	Valero Gas	15.00	0	Regular
84839	08/14/24	Tomas Garcia	15.00	0	Regular
84840	08/14/24	Ruby Titterud	15.00	0	Regular
84841	08/14/24	MUNICIPAL EMERGENCY SERVICES	3,633.83	0	Regular
84842	08/14/24	UNIFIRST CORPORATION, INC	50.29	R	ACH
84843	08/14/24	WILDFIRE TRUCK & EQUIPMENT	4,178.10	0	Regular
84844	08/14/24	CF ELECTRIC INC.	3,869.00	0	Regular
84845	08/14/24	UNITED PET CARE	204.00	R	ACH
84846	08/14/24	TARRANT AREA FOOD BANK	13,500.00	0	Regular
84847	08/19/24	B20 ENVIRONMENTAL, INC	19,331.60	0	Quick Check
84848	08/20/24	AMERICAN BARRICADE COMPANY	650.00	0	Regular
84849	08/20/24	CENTRAL TEXAS WATER WELL	88,312.00	0	Regular
84850	08/20/24	EDNA MARTINEZ	171.77	R	ACH
84851	08/20/24	FORT WORTH WATER DEPARTMENT	1,923.44	R	ACH
84852	08/20/24	GOT YOU COVERED WORKWEAR & UNI	358.94	0	Regular
84853	08/20/24	GRAINGER, INC	104.64	0	Regular
84854	08/20/24	LONESTAR MAINTENANCE	2,974.10	R	ACH
84855	08/20/24	LOWER COLORADO RIVER AUTHORITY	801.00	0	Regular
84856	08/20/24	Miguel Barragan	15.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
84857	08/20/24	Yaneth Mendez	15.00	0	Regular
84858	08/20/24	Lizbeth Campos	15.00	0	Regular
84859	08/20/24	Maria G. Martinez	15.00	0	Regular
84860	08/20/24	M-PAK	1,432.30	R	ACH
84861	08/20/24	RIVEROAKS PRINTING CO, INC	325.40	0	Regular
84862	08/20/24	TEXAS MATERIALS GROUP, INC	1,658.94	0	Regular
84863	08/20/24	TEXAS WATER PRODUCTS	3,440.15	0	Regular
84864	08/20/24	TYLER TECHNOLOGIES	4,716.54	R	ACH
84865	08/20/24	UNIFIRST CORPORATION, INC	144.60	R	ACH
84866	08/20/24	WILLIAM RANDALL LANE	750.00	R	ACH
84867	08/20/24	PATTERSON VETERINARY SUPPLY	439.78	0	Regular
84868	08/20/24	CRAIG A. MAGNUSON	900.00	R	ACH
84869	08/20/24	FORTRESS SECURITY, LLC	325.50	0	Regular
84870	08/20/24	TEX-STAR LANDSCAPING & LAWN CA	5,891.06	0	Regular
84871	08/20/24	FERGUSON WATERWORKS #788	4,400.00	0	Regular
84872	08/20/24	SIMPLY HOME BY CAMILLO	609.95	0	Regular
84873	08/22/24	OCCUPATIONAL HEALTH	310.00	R	ACH
84874	08/22/24	SAMCO PLUMBING SOLUTIONS	1,800.00	0	Regular
84875	08/27/24	AFLAC	1,120.90	R	ACH
84876	08/27/24	ALLEN, JOHNNIE	100.00	R	ACH
84877	08/27/24	ARMSTRONG FORENSIC LABORATORY	788.00	R	ACH
84878	08/27/24	BURLESON OUTDOOR POWER EQUIPME	165.63	0	Regular
84879	08/27/24	GAULT'S AUTO SHOP	1,242.46	0	Regular
84880	08/27/24	GOT YOU COVERED WORKWEAR & UNI	161.64	0	Regular
84881	08/27/24	JUDY SELLERS	100.00	R	ACH
84882	08/27/24	LINDA SANDERS	100.00	R	ACH
84883	08/27/24	LONESTAR MAINTENANCE	119.00	R	ACH
84884	08/27/24	MACKEY, SUSAN	100.00	R	ACH
84885	08/27/24	MIRIAM DAVILA	100.00	R	ACH
84886	08/27/24	Jennifer Figueroa	15.00	0	Regular
84887	08/27/24	Maria Gonzalez	10.00	0	Regular
84888	08/27/24	Maria Lorena Mares	15.00	0	Regular
84889	08/27/24	M-PAK	596.11	R	ACH
84890	08/27/24	RAY RICHARDSON	500.00	R	ACH
84891	08/27/24	TEXAS MUNICIPAL LEAGUE	55,626.50	R	ACH
84892	08/27/24	UNIFIRST CORPORATION, INC	50.29	R	ACH
84893	08/27/24	CAROLYN YVETTE RENFRO	100.00	R	ACH
84894	08/27/24	NETGENIUS, INC	3,850.00	R	ACH
84895	08/27/24	CENTERLINE SUPPLY, INC	3,723.72	0	Regular
84896	08/27/24	FERGUSON WATERWORKS #788	21,950.00	0	Regular

52	Checks total:	186,345.87
32	ACH total:	183,037.07
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
84	GRAND TOTALS	369,382.94



## FY 2024 Monthly Financial Update Period Ending September 2024



This monthly financial report is intended to provide informative and relevant financial data to the City Council, as well as the citizens of Everman. The report includes highlights of the City’s financial condition as of September 30, 2024. The statements are prepared and reported on a modified accrual basis of accounting.

**Cash Position:**

The total cash position for the month was \$3,209,178 down \$214,047 from August. This amount is an increase of \$593,152 over September 2023.

**Overall Performance:**

There were no exceptional revenues in September other than property tax, and sales tax collections. We must remember that our revenue streams are not guaranteed. Sales Taxes and Property Taxes are contingent upon the economy.

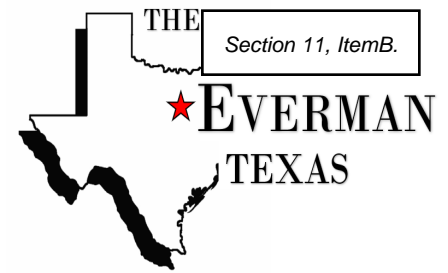
**Property Tax Revenue:**

The property taxes collected in September 2024 were \$16,642. As of September, we have collected 98.05% of this year’s budgeted property tax revenue.

	Budget	Month Actual	YTD Actual	% Budget
Property Tax - Current (General Fund)	\$ 3,161,102	\$ 7,693	\$ 2,973,127	94.05%
Property Tax - Delinquent	50,000	3,119	33,448	66.90%
Property Tax - Penalty & Interest	40,000	2,706	48,377	120.94%
Property Tax - Abatement	-	-	-	-
Property Tax - Current (Debt Service Fund)	390,291	2,340	513,737	131.63%
Property Tax - Delinquent (Debt Service Fund)	7,000	784	8,404	120.06%
<b>Total</b>	<b>\$ 3,648,393</b>	<b>\$ 16,642</b>	<b>\$ 3,577,093</b>	<b>98.05%</b>



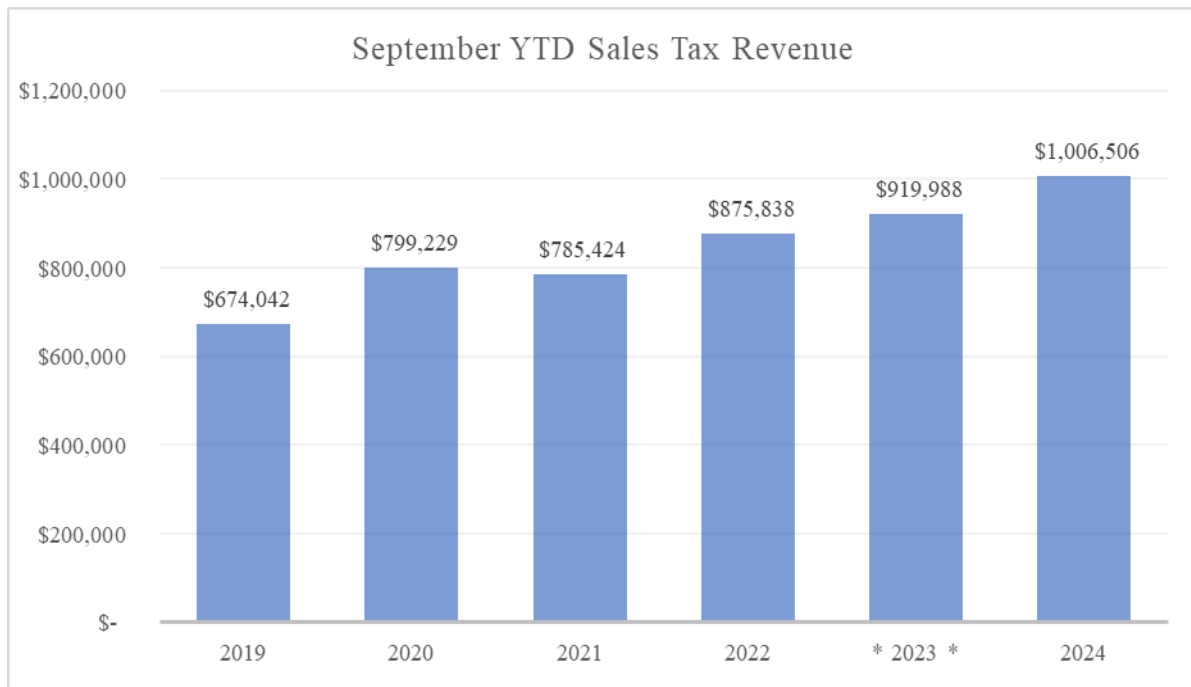
## FY 2024 Monthly Financial Update Period Ending September 2024



### Sales Tax Revenue:

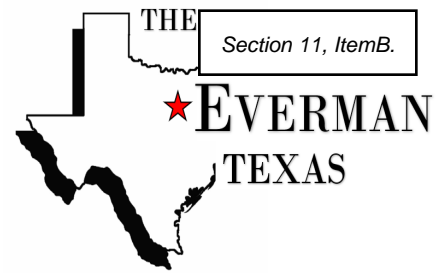
Sales Tax is received approximately six weeks after the month has ended. September 2024 Sales Tax collections totaled \$79,230. This amount is an increase of \$86,518 over September 2023. The graph below reflects the most up to date information regarding sales tax collections. The growth reflects a positive upward trend in sales tax collections for the year. Sales tax is a large revenue source for the City's General Fund.

	Budget	Month Actual	YTD Actual	% Budget
Sales Tax	\$ 450,000	\$ 40,694	\$ 509,230	113.16%
4B Sales Tax	225,000	20,347	254,615	113.16%
Street Improvement	120,000	10,174	127,307	106.09%
Crime Control District	100,000	8,015	115,354	115.35%
<b>Total</b>	<b>\$ 895,000</b>	<b>\$ 79,230</b>	<b>\$ 1,006,506</b>	<b>112.46%</b>

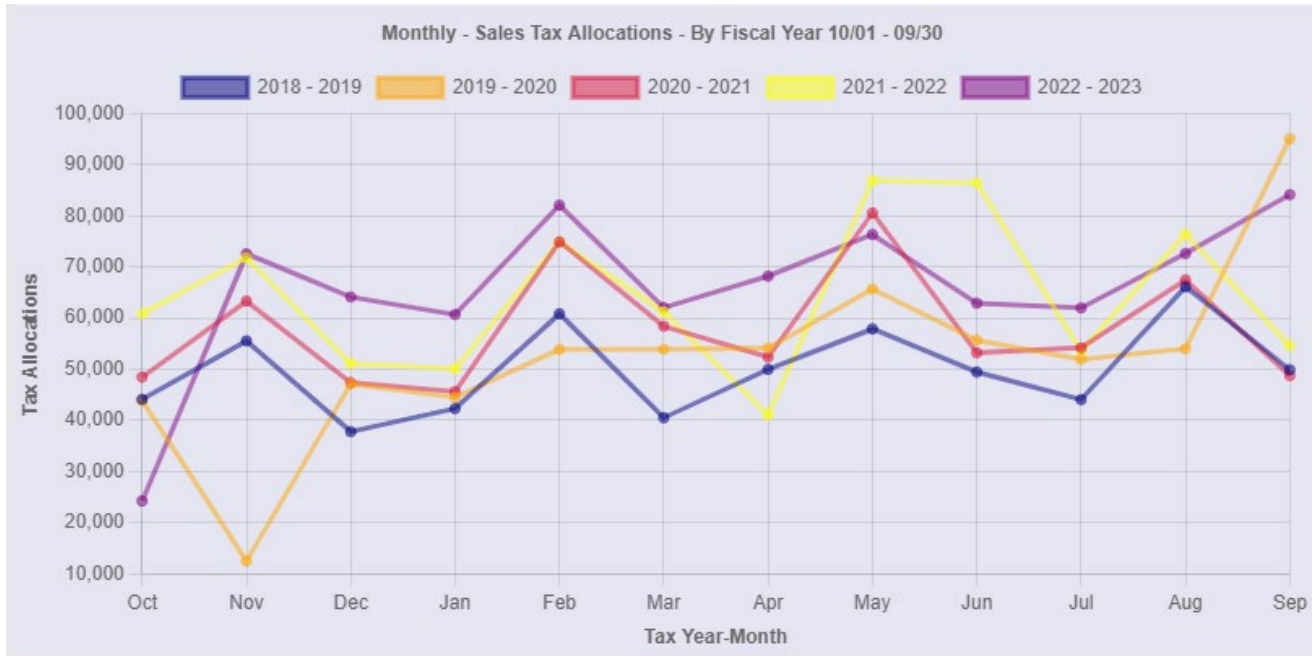




# FY 2024 Monthly Financial Update Period Ending September 2024

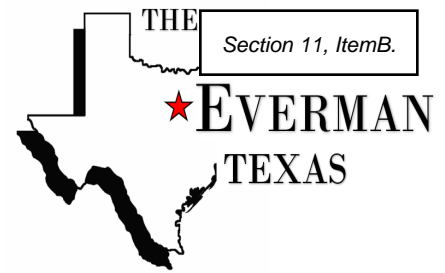


## Annual Sales Tax Revenue Data:





## FY 2024 Monthly Financial Update Period Ending September 2024



### General Fund:

#### *Revenues*

- Total General Fund year-to-date revenues in September 2024 totaled \$8,789,401 or 107.33%, of the budgeted annual revenue.

#### *Expenditures*

- General Fund year-to-date expenditures in September 2024 totaled \$9,741,280 or 118.96%, of the budgeted expenditures.

### Water & Sewer Fund:

#### *Revenues*

- Total Water & Sewer Fund year-to-date revenues in September 2024 totaled \$4,201,226 or 143.73%, of the budgeted annual revenue. Water revenues are staying on the budgeted course, and we continue to see improvement in the cash position for the Water & Sewer Fund.

#### *Expenditures*

- Water & Sewer Fund year-to-date expenditures in September 2024 totaled \$2,817,872 or 96.40%, of the budgeted expenditures.

### Investments:

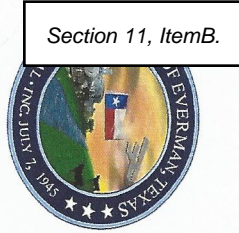
Our investments at LOGIC ended the month with a \$2,667,920 balance and earned \$11,425 in interest for the month. The average monthly interest rate was 5.2340%, a slight decrease from last month. The Federal Reserve is expected to gradually reduce interest rates over the next few months.

### Other:

- There are many budget amendments needed for FY 2024. These will be presented for Public Hearing and Council approval in the next couple of months as we close out the Fiscal Year.
- The fiscal year-end Revenue and Expenditure numbers reflected in the attached reports represent year-to-date activity before asset depreciation, account code corrections, and final audit adjustments. These are NOT final numbers.

Susanne Helgesen,  
Finance Director





Section 11, Item B.

City of Everman  
 Monthly Council Report  
 As of September 30, 2024  
 Investment Report

ACCOUNT TYPE	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	INTEREST	ENDING BALANCE	WEIGHTED AVERAGE MATURITY	INTEREST (YIELD)	IN TRANSIT	BOOK VALUE	MARKET VALUE	FUND DISTRIBUTION
LOGIC - Local Government Investment Cooperative											
6005182010	367,984.65	-	-	1,582.73	369,567.38	48 Days	5.2340%	-	369,567.38	369,567.38	General Fund
6005182020	72,597.90	-	-	312.20	72,910.10	48 Days	5.2340%	-	72,910.10	72,910.10	Water & Sewer Fund
6005182030	259,668.78	-	-	1,114.16	260,782.94	48 Days	5.2340%	-	260,782.94	260,782.94	Water & Sewer Fund
6005182040	93,452.16	-	-	401.90	93,854.06	48 Days	5.2340%	-	93,854.06	93,854.06	Street Improvement Tax Fund
6005182050	10,180.93	-	-	43.77	10,224.70	48 Days	5.2340%	-	10,224.70	10,224.70	General Fund
6005182060	453,247.05	-	-	1,949.21	455,196.26	48 Days	5.2340%	-	455,196.26	455,196.26	Crime Control District Fund
6005182070	568,849.52	-	-	2,446.57	571,296.09	48 Days	5.2340%	-	571,296.09	571,296.09	Economic Development Corp. Fund
6005182080	681,356.33	-	-	2,930.31	684,286.64	48 Days	5.2340%	-	684,286.64	684,286.64	Water & Sewer Fund
6005182090	10,291.41	-	-	44.25	10,335.66	48 Days	5.2340%	-	10,335.66	10,335.66	TIF Reinvestment Zone #1 Fund
6005182100	-	-	-	-	-	48 Days	5.2340%	-	-	-	Water & Sewer Fund
6005182110	61,091.83	-	-	262.72	61,354.55	48 Days	5.2340%	-	61,354.55	61,354.55	2013 Bond Fund
6005182120	-	-	-	-	-	48 Days	5.2340%	-	-	-	General Fund
6005182130	1,544.22	-	-	6.67	1,550.89	48 Days	5.2340%	-	1,550.89	1,550.89	Confiscated Property/Cash Fund
6005182140	-	-	-	-	-	48 Days	5.2340%	-	-	-	Asset Forfeiture Fund
6005182150	-	-	-	-	-	48 Days	5.2340%	-	-	-	
6005182160	-	-	-	-	-	48 Days	5.2340%	-	-	-	
LOGIC Total	2,656,495.35	-	-	11,424.90	2,667,920.25	48 Days	5.2340%	-	2,667,920.25	2,667,920.25	
Frost Bank											
Consolidated - Pooled Cash	657,086.95	942,734.51	900,276.57	-	699,544.89	-	-	(158,287.18)	541,257.71	541,257.71	All Funds
Frost Total	1,019,744.81	942,734.51	900,276.57	-	699,544.89	-	-	(158,287.18)	541,257.71	541,257.71	
Total Cash & Investments	\$ 3,676,240.16	\$ 942,734.51	\$ 900,276.57	\$ 11,424.90	\$ 3,367,465.14	-	-	-	\$ 3,209,177.96	\$ 3,209,177.96	

The undersigned investment officers acknowledge that this report is in compliance with the policies and strategies contained in the City's Investment Policy and the Public Funds Investment Act, Chapter 256, Texas Government Code.

Susanne Helgesen  
 Finance Director

Craig Spencer  
 City Manager

**City of Everman**  
**Cash Position Report**  
**As of September 30, 2024**

Section 11, Item B.
---------------------

	Beginning Balance	Change	Ending Balance
<b>GENERAL FUND</b>			
Operating Cash	\$ (950,040.91)	\$ (277,642.28)	\$ (1,227,683.19)
Purchased CDs	-	-	-
Operation & Investment	167,984.65	1,582.73	169,567.38
Fire Dispatch Investment	76,830.57	330.41	77,160.98
<b>Total General Fund</b>	<b>(705,225.69)</b>	<b>(275,729.14)</b>	<b>(980,954.83)</b>
<b>WATER &amp; SEWER FUND</b>			
Operating Cash	1,734,276.76	35,248.25	1,769,525.01
Operation & Investment	568,849.52	2,446.57	571,296.09
Restricted Reserve for Water Dep	10,291.41	44.25	10,335.66
2020 CO Issue - Construction Fund	-	-	-
Debt Service LT Note	72,597.90	312.20	72,910.10
<b>Total Water &amp; Sewer Fund</b>	<b>2,386,015.59</b>	<b>38,051.27</b>	<b>2,424,066.86</b>
<b>DEBT SERVICE FUND</b>			
Operating Cash	194,216.31	3,123.65	197,339.96
Operation & Investment	93,452.16	401.90	93,854.06
<b>Total Debt Service Fund</b>	<b>287,668.47</b>	<b>3,525.55</b>	<b>291,194.02</b>
<b>OTHER RESTRICTED FUNDS</b>			
TCOLE	4,958.41	-	4,958.41
4B Sales Tax - Economic Development	62,360.85	5,060.89	67,421.74
General Sales Tax .50%	453,247.05	1,949.21	455,196.26
TIF Dist #1 - Cnty/Hosp	(47,916.95)	-	(47,916.95)
Cnty/Hosp/City Contributions	881,356.33	2,930.31	884,286.64
4A Sales Tax - Street Improvement	11,869.04	7,989.90	19,858.94
General Sales Tax .25%	259,068.78	1,114.16	260,182.94
4B Sales Tax - Crime Control District	34,672.15	748.02	35,420.17
Specific Sales Tax .25%	10,180.93	43.77	10,224.70
PD - Asset Forfeitures	(488.71)	-	(488.71)
PD - Asset Forfeitures Investment	1,544.22	6.67	1,550.89
PD - Confiscated Property/Cash	-	-	-
PD - Confiscated Property/Cash Investment	-	-	-
2020 CO Issue - 2021 Tax Notes - Operating	(277,177.67)	-	(277,177.67)
2020 CO Issue - 2021 Tax Notes - Operation & Investment	61,091.83	262.72	61,354.55
<b>Total Other Restricted Funds</b>	<b>1,454,766.26</b>	<b>20,105.65</b>	<b>1,474,871.91</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 3,423,224.63</b>	<b>\$ (214,046.67)</b>	<b>\$ 3,209,177.96</b>

**City of Everman**  
**Revenue Summary Report**  
**As of September 30, 2024**

Section 11, Item B.

	Budget	Month Actual	YTD Actual	% Budget
<b>GENERAL FUND</b>				
Property Tax	\$ 3,251,102	\$ 13,518	\$ 3,054,952	93.97%
Sales Tax	450,000	40,694	509,230	113.16%
Other Taxes	294,000	34,651	318,766	108.42%
Licenses, Permits & Fees for Service	841,750	59,698	955,322	113.49%
Court Fines / Warrants / Recovery	165,750	34,652	146,293	88.26%
Inter-Govt Revenue	2,055,601	99,241	2,139,449	104.08%
Administrative Transfers	764,600	63,717	764,600	100.00%
Other Revenue	371,500	1,612	900,789	242.47%
Budgeted Equity Change	(5,405)	-	-	-
<b>Total General Fund</b>	<b>8,188,898</b>	<b>347,783</b>	<b>8,789,401</b>	<b>107.33%</b>
<b>WATER &amp; SEWER FUND</b>				
Water Sales & Fees for Service	1,790,500	140,344	2,868,221	160.19%
Sewer Fees	1,152,200	105,741	1,189,443	103.23%
Penalty & Reconnect Fees	100,000	10,066	95,774	95.77%
Other Revenue	15,500	2,905	47,789	308.31%
Budgeted Equity Change	(135,186)	-	-	-
<b>Total Water &amp; Sewer Fund</b>	<b>2,923,014</b>	<b>259,056</b>	<b>4,201,226</b>	<b>143.73%</b>
<b>DEBT SERVICE FUND</b>				
Property Tax	397,291	3,124	522,141	131.43%
Investment Income	3,000	402	8,724	290.79%
Budgeted Equity Change	(2,000)	-	-	-
<b>Total Debt Service Fund</b>	<b>398,291</b>	<b>3,526</b>	<b>530,864</b>	<b>133.29%</b>
<b>OTHER FUNDS</b>				
TCOLE	1,500	-	3,695	246.31%
Economic Development	308,083	22,296	278,772	90.49%
TIF Dist #1 (County/Hospital)	150,000	2,930	260,216	173.48%
4A Sales Tax - Street Improvement	89,204	11,288	141,116	158.19%
4B Sales Tax - Crime Control District	87,204	8,059	115,896	132.90%
Seizure - Forfeiture	-	7	3,214	-
2020 CO Issue - 2021 Tax Notes	-	263	7,481	-
Budget Equity Change	(150,000)	-	-	-
<b>Total Other Funds</b>	<b>485,991</b>	<b>44,843</b>	<b>810,390</b>	<b>-</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 11,996,194</b>	<b>\$ 655,207</b>	<b>\$ 14,331,882</b>	<b>119.47%</b>

**City of Everman**  
**Expenditure Summary Report**  
**As of September 30, 2024**

Section 11, Item B.

	Budget	Month Actual	YTD Actual	% Budget
<b>GENERAL FUND</b>				
Non-Departmental (1)	\$ 292,000	\$ 40,562	\$ 402,731	137.92%
Administration	790,122	63,059	852,342	107.87%
Finance (2)	496,955	13,666	628,145	126.40%
Human Resources	134,053	11,526	141,041	105.21%
City Secretary (3)	194,607	13,279	215,646	110.81%
City Council	36,700	2,329	29,848	81.33%
Parks (4)	133,000	14,416	142,422	107.08%
Public Works	497,432	80,748	582,173	117.04%
Fire (5)	1,221,575	92,504	1,803,325	147.62%
Police	2,266,598	177,288	2,424,576	106.97%
Dispatch	1,439,100	115,593	1,464,833	101.79%
Code Enforcement	-	10,150	24,540	-
Animal Control (6)	152,476	18,025	242,711	159.18%
Municipal Court	125,280	11,929	111,053	88.64%
Civic Center	34,000	10,849	37,035	108.93%
Library	-	-	-	-
Fleet (7)	375,000	114,510	638,861	170.36%
<b>Total General Fund</b>	<b>8,188,898</b>	<b>790,433</b>	<b>9,741,280</b>	<b>118.96%</b>
<b>WATER &amp; SEWER FUND</b>				
Water	1,854,031	122,569	1,695,220	91.43%
Utility Billing	130,004	11,274	117,938	90.72%
Sewer	613,100	168,471	670,188	109.31%
Water/Sewer Debt Service	325,879	-	334,525	102.65%
<b>Total Water &amp; Sewer</b>	<b>2,923,014</b>	<b>302,314</b>	<b>2,817,872</b>	<b>96.40%</b>
<b>DEBT SERVICE FUND</b>				
Debt Service	398,291	-	425,490	106.83%
<b>Total Debt Service Fund</b>	<b>398,291</b>	<b>-</b>	<b>425,490</b>	<b>106.83%</b>
<b>OTHER RESTRICTED FUNDS</b>				
TCOLE	1,500	-	-	-
Economic Development	308,083	15,286	265,330	86.12%
TIF Dist #1 (County/Hospital)	-	-	-	-
4A Sales Tax - Street Improvement	89,204	7,735	87,165	97.71%
4B Sales Tax - Crime Control District	87,204	7,267	87,204	100.00%
Seizure - Forfeiture	-	-	2,152	-
2020 CO Issue	-	-	223,304	-
<b>Total Other Funds</b>	<b>485,991</b>	<b>30,289</b>	<b>665,156</b>	<b>-</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 11,996,194</b>	<b>\$ 1,123,035</b>	<b>\$ 13,649,798</b>	<b>113.78%</b>

1. Non-Departmental expenses are high due to higher than usual utility (electric) expense.
2. Finance expenses are high due to the annual City TIF expense portion. The higher TIF revenue offsets this additional expense.
3. City Secretary expenses are high due to Christmas Tree Lighting expenses. Donations will cover expenses. Budget amendment to follow.
4. Parks expenses are high due to adding electrical outlets to the light poles at Pittman Park. Budget amendment to follow.
5. Fire expenses are high due to the new ambulance expenses. This will be reimbursed by Tarrant County ESD. Budget amendment to follow.
6. Animal Control expenses are high due to an increase in number of animals. Higher adoption fee revenues will offset expenses. Budget amendment to follow.
7. Fleet expenses are high due to several vehicle repairs. TML insurance reimbursement will cover the expenses. Budget amendment to follow.

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
		Cash Account: 999-10000-000 000			
84897	09/04/24	COMMERCE BANK COMMERCIAL CARDS	23,207.00	R	ACH
84898	09/04/24	DOUG KEYS SERVICE	2,188.70	0	Regular
84899	09/04/24	lacreshia robinson	500.00	0	Regular
84900	09/04/24	Ray Richardson	750.00	0	Regular
84901	09/04/24	MOTOROLA SOLUTIONS, INC	85.05	R	ACH
84902	09/04/24	NATIONAL TELESYSTEMS, INC	3,272.75	R	ACH
84903	09/04/24	TEXAS WATER PRODUCTS	1,063.25	0	Regular
84904	09/04/24	BRAD BRADLEY	255.00	0	Regular
84905	09/04/24	TX HAULING CO LLC	2,650.00	0	Regular
84906	09/04/24	ROSS, TARA	45.16	0	Regular
84907	09/04/24	MORGAN, RITA A	17.97	0	Regular
84908	09/04/24	COURTNEY, DAVID	17.72	0	Regular
84909	09/04/24	KAYLA SANDERS & TANYA CATO	23.96	0	Regular
84910	09/04/24	NAJMI, JIBRAN	16.17	0	Regular
84911	09/04/24	NAJMI, JIBRAN	16.17	0	Regular
84912	09/11/24	ARMOR UP AMERICA	700.00	R	ACH
84913	09/11/24	FORT WORTH WATER DEPARTMENT	111,386.83	R	ACH
84914	09/11/24	LONESTAR MAINTENANCE	3,247.10	R	ACH
84915	09/11/24	Michael Nicoletti	175.00	R	ACH
84916	09/11/24	Maria Negrete	15.00	0	Regular
84917	09/11/24	Maria Gonzalez	15.00	0	Regular
84918	09/11/24	Alejandra montano	15.00	0	Regular
84919	09/11/24	Rylee Schmitt	15.00	0	Regular
84920	09/11/24	Maria Gurrola	10.00	0	Regular
84921	09/11/24	Modesta Martinez	15.00	0	Regular
84922	09/11/24	MUNICIPAL EMERGENCY SERVICES	7,267.66	R	ACH
84923	09/11/24	OCCUPATIONAL HEALTH	670.00	R	ACH
84924	09/11/24	TEAGUE, NALL, AND PERKINS, INC	10,149.79	R	ACH
84925	09/11/24	TEXAS WATER PRODUCTS	486.00	0	Regular
84926	09/11/24	UNIFIRST CORPORATION, INC	100.58	R	ACH
84927	09/11/24	WASTE CONNECTIONS	31,357.87	R	ACH
84928	09/11/24	WILLIAMS SIGN COMPANY	316.71	0	Regular
84930	09/11/24	BUREAU VERITAS NORTH AMERICA	6,452.37	R	ACH
84931	09/11/24	NICHOLS JACKSON DILLARD HAGER	4,004.09	R	ACH
84932	09/11/24	CRAIG A. MAGNUSON	900.00	R	ACH
84933	09/11/24	FORTRESS SECURITY, LLC	325.50	0	Regular
84934	09/11/24	TEX-STAR LANDSCAPING & LAWN CA	5,891.06	0	Regular
84935	09/13/24	ENTERPRISE FM TRUST	36,066.24	R	ACH
84936	09/19/24	AMAZON CAPITAL SERVICES	7,851.73	R	ACH
84937	09/19/24	GAULT'S AUTO SHOP	3,198.10	0	Regular
84938	09/19/24	GEXA ENERGY	26,305.49	R	ACH
84939	09/19/24	GROSSMAN DESIGN BUILD, LLC	9,800.00	R	ACH
84940	09/19/24	LONE STAR OXYGEN SUPPLY	108.00	0	Regular
84941	09/19/24	David Alvarez	500.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
84942	09/19/24	Elena Aquayo	15.00	0	Regular
84943	09/19/24	Maria Renteria	15.00	0	Regular
84944	09/19/24	M-PAK	295.65	R	ACH
84945	09/19/24	NCTCOG	2,000.00	0	Regular
84946	09/19/24	THE PRAETORIAN GROUP DBA LEXI	4,800.00	R	ACH
84947	09/19/24	TARRANT COUNTY ESD 1	27.42	0	Regular
84948	09/19/24	FWPROMO	86.79	0	Regular
84949	09/19/24	PLUMBCO SERVICES, INC	257.18	0	Regular
84951	09/25/24	ALLEN, JOHNNIE	100.00	R	ACH
84952	09/25/24	COMMERCIAL RECORDER	144.00	0	Regular
84953	09/25/24	DATA PROSE, INC	2,980.13	R	ACH
84954	09/25/24	JUDY SELLERS	100.00	R	ACH
84955	09/25/24	LINDA SANDERS	100.00	R	ACH
84956	09/25/24	MACKEY, SUSAN	100.00	R	ACH
84957	09/25/24	MIRIAM DAVILA	100.00	R	ACH
84958	09/25/24	Gabriel Morales	750.00	0	Regular
84959	09/25/24	Diana Jones	500.00	0	Regular
84960	09/25/24	Rev. Velva Waites	500.00	0	Regular
84961	09/25/24	Michael Martin	150.00	0	Regular
84962	09/25/24	Dajuan Schoolfield	100.00	0	Regular
84963	09/25/24	Magdalena Torres	15.00	0	Regular
84964	09/25/24	Griselda Rueda	15.00	0	Regular
84965	09/25/24	Robert Gautreaux	15.00	0	Regular
84966	09/25/24	Mary Ann Wilson	15.00	0	Regular
84967	09/25/24	RAY RICHARDSON	500.00	R	ACH
84968	09/25/24	UNIFIRST CORPORATION, INC	150.87	R	ACH
84969	09/25/24	WILLIAM RANDALL LANE	750.00	R	ACH
84970	09/25/24	CIVICPLUS LLC	360.70	R	ACH
84971	09/25/24	CAROLYN YVETTE RENFRO	100.00	R	ACH
84972	09/25/24	WM BARRY NORMAN PH.D CLINICAL	470.00	0	Regular
84973	09/25/24	K & N MOBILE DISTRIBUTION SYST	552.23	0	Regular
84974	09/25/24	GILBERTO RAMIREZ	25.00	0	Regular

44	Checks total:	24,107.09
32	ACH total:	293,436.90
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
76	GRAND TOTALS	317,543.99



**CITY OF EVERMAN**  
212 North Race Street Everman, TX 76140  
**STAFF REPORT**

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**AGENDA TITLE:** Actions Concerning Appointments to Various Boards, Commissions, or Committees.

**MEETING DATE:** October 18, 2024

**PREPARED BY:** C. W. Spencer

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**RECOMMENDED ACTION:**

Appointment to vacancies

**BACKGROUND INFORMATION:**

The Senior Citizen Advisory Board currently has one vacancy needing to be filled. The prior appointment in this position was David Longoria.

The Mayor’s Youth Advisory Council, which is a new board, currently has 7 vacancies needing appointment. We have 8 applicants for this board. The Council may elect to appoint 7 primary members of the board and one alternate member, allowing all to participate. The applicants for these vacancies are:

- Leah Martinez
- Rachel Lopez
- Jamesa Scales
- Lesly Acevedo
- Michael Brown
- Noelia Rivera
- Larissa Frausto
- Sierra Sibley

**FISCAL IMPACT:**

None





# CITY OF EVERMAN

212 North Race Street Everman, TX 76140

## STAFF REPORT

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**AGENDA TITLE:** RESOLUTION NO. 2024-10-03 A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING SUBMISSION OF FY2025 RIFLE RESISTANT BODY ARMOR GRANT PROGRAM GRANT APPLICATION FOR RIFLE RESISTANT PLATES, GRANT NUMBER 5064801, TO THE OFFICE OF THE GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.

**MEETING DATE:** October 18, 2024

**PREPARED BY:** C. W. Spencer

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**RECOMMENDED ACTION:**

Approval

**BACKGROUND INFORMATION:**

The Everman Police Department applied for a Federal grant to supply Rifle Resistant Body Armor to all Police Officers. This grant has been awarded with no match requirement. This resolution approves that application and receipt.

**FISCAL IMPACT:**

None

**A RESOLUTION OF THE CITY OF EVERMAN, TEXAS**

**RESOLUTION NO. 2024-10-03**

**A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING SUBMISSION OF FY2025 RIFLE RESISTANT BODY ARMOR GRANT PROGRAM GRANT APPLICATION FOR RIFLE RESISTANT PLATES, GRANT NUMBER 5064801, TO THE OFFICE OF THE GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Everman finds it in the best interest of the citizens of Everman, Texas that Rifle Resistant Plates to be used by public safety for the FY25 (the “Project”); and

**WHEREAS**, the City of Everman agrees to provide applicable matching funds for the said project as required by the FY2025 Rifle Resistant Body Armor Grant Program grant application; and

**WHEREAS**, the City of Everman agrees that if there is loss or misuse of the Office of the Governor funds, the City of Everman assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City of Everman designates the City Manager Craig Spencer as the grantee’s authorized official, which authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS:**

**SECTION 1.** The recitals set forth above are found to be true and correct and are approved and incorporated herein by this reference.

**SECTION 2.** The City Council of the City of Everman, Texas, hereby approves submission of the grant application for the rifle resistant plates to the Office of the Governor.

**SECTION 3.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**PASSED AND APPROVED** by the City Council of the City of Everman, Texas, this the \_\_\_\_ day of October 2024.

APPROVED:

\_\_\_\_\_  
RAY RICHARDSON, MAYOR

ATTEST:

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MINDI PARKS, CITY SECRETARY

APPROVED AS TO FORM:

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VICTORIA THOMAS, CITY ATTORNEY

4878-9474-7889, v. 1



# CITY OF EVERMAN

212 North Race Street Everman, TX 76140

## STAFF REPORT

**AGENDA TITLE:** RESOLUTION NO. 2024-10-04 A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING SUBMISSION OF DJ23 JUSTICE ASSISTANCE GRANT PROGRAM GRANT APPLICATION FOR BALLISTIC HELMETS, GRANT NUMBER 5015701, TO THE OFFICE OF THE GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.

**MEETING DATE:** October 18, 2024

**PREPARED BY:** C. W. Spencer

**RECOMMENDED ACTION:**

Approval

**BACKGROUND INFORMATION:**

The Everman Police Department applied for a Federal grant to supply Ballistic Helmets to all Police Officers. This grant has been awarded with no match requirement. This resolution approves that application and receipt.

**FISCAL IMPACT:**

None

**A RESOLUTION OF THE CITY OF EVERMAN, TEXAS**

**RESOLUTION NO. 2024-10-04**

**A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING SUBMISSION OF DJ23 JUSTICE ASSISTANCE GRANT PROGRAM GRANT APPLICATION FOR BALLISTIC HELMETS, GRANT NUMBER 5015701, TO THE OFFICE OF THE GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Everman finds it in the best interest of the citizens of Everman, Texas that Ballistic Helmets be used by public safety for the FY25 (the “Project”); and

**WHEREAS**, the City of Everman agrees to provide applicable matching funds for the said project as required by the DJ23 Justice Assistance Grant Program grant application; and

**WHEREAS**, the City of Everman agrees that if there is loss or misuse of the Office of the Governor funds, the City of Everman assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City of Everman designates the City Manager Craig Spencer as the grantee’s authorized official, which authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS:**

**SECTION 1.** The recitals set forth above are found to be true and correct and are approved and incorporated herein by this reference.

**SECTION 2.** The City Council of the City of Everman, Texas, hereby approves submission of the grant application for the ballistic helmets to the Office of the Governor.

**SECTION 3.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**PASSED AND APPROVED** by the City Council of the City of Everman, Texas, this the \_\_\_\_ day of October 2024.

APPROVED:

\_\_\_\_\_  
RAY RICHARDSON, MAYOR

ATTEST:

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MINDI PARKS, CITY SECRETARY

APPROVED AS TO FORM:

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VICTORIA THOMAS, CITY ATTORNEY  
4890-8016-2801, v. 1



**CITY OF EVERMAN**  
212 North Race Street Everman, TX 76140  
**STAFF REPORT**

**AGENDA TITLE:** RESOLUTION NO. 2024-10-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING A NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT RELATIVE TO THE INITIAL PUBLIC WORKS RESPONSE IN THE EVENT OF AN EMERGENCY, DISASTER OR CATASTROPHIC EVENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**MEETING DATE:** October 18, 2024

**PREPARED BY:** C. W. Spencer

**RECOMMENDED ACTION:**

Approval

**BACKGROUND INFORMATION:**

The Public Works Emergency Response Team (PWERT) is a function of the NCTCOG. This is a mutual aid agreement that will benefit the city, particularly in instances of disaster or emergencies. There is no fiscal impact related specifically to the agreement. However, there may be fiscal impact dependent upon what aid is given or received. These amounts may include things such as overtime, fuel usage, etc.

Partnership in this agreement will benefit the city in making major equipment available to us. Please review the entirety of the agreement for full details.

**FISCAL IMPACT:**

Varying dependent upon services and aid given or received.

**RESOLUTION NO. 2024-10-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING A NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT RELATIVE TO THE INITIAL PUBLIC WORKS RESPONSE IN THE EVENT OF AN EMERGENCY, DISASTER OR CATASTROPHIC EVENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, several local governments within the North Central Texas area have identified the need to be able to request and/or provide mutual aid assistance in times of emergencies, disasters or catastrophic events; and

**WHEREAS**, in an effort coordinated through the North Central Texas Council of Governments (NCTCOG), participating Public Works Departments have established a more formal means of providing mutual aid in the event of a catastrophic event with the creation of a North Central Texas Public Works Emergency Response Team (PWERT); and

**WHEREAS**, the North Central Texas PWERT is a part of the statewide Texas Mutual Aid System and supports local jurisdictions in their response to a catastrophic event by providing critical public works personnel, equipment and materials as needed to facilitate recovery; and

**WHEREAS**, the North Central Texas Public Works Mutual Aid Agreement establishes protocol for parties to provide as well as obtain assistance from an immediate and integrated public works response for recovery of critical services and infrastructure; and

**WHEREAS**, under the agreement, a governing body may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time; and

**WHEREAS**, the Mutual Aid Agreement has been approved by the governing bodies of numerous cities and counties throughout north central; and

**WHEREAS**, the City Council for the City of Everman finds that it serves the health, safety and general welfare of the citizens of the City to approve the North Central Texas Public Works Mutual Aid Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EVERMAN THAT:**

**SECTION 1.** The North Central Texas Public Works Mutual Aid Agreement, attached hereto and incorporated herein by this reference as Exhibit "A," is hereby approved.



**SECTION 2.** The City Manager is hereby authorized to execute the North Central Texas Public Works Mutual Aid Agreement in substantially the form of that attached hereto as Exhibit "A."

**SECTION 3.** This Resolution shall become effective immediately from and after its passage.

**READ, CONSIDERED, PASSED AND ADOPTED** by the City Council for the City of Everman at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 at which a quorum was present, and for which due notice was given.

**APPROVED:**

\_\_\_\_\_  
Ray Richardson, Mayor

**ATTEST:**

\_\_\_\_\_  
Mindi Parks, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria Thomas, City Attorney

**EXHIBIT "A"**  
**North Central Texas Public Works Mutual Aid Agreement**  
**[to be attached]**

4855-9050-2641, v. 1



**NORTH CENTRAL TEXAS PUBLIC WORKS  
MUTUAL AID AGREEMENT**

This mutual aid agreement (“Agreement”) is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as “Party” and collectively as “Parties.” By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

**RECITALS**

**WHEREAS**, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

**WHEREAS**, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

**WHEREAS**, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas;*

**WHEREAS**, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms *of* that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

**WHEREAS**, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the “Texas Disaster Act” and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS  
MUTUAL AID AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS  
MUTUAL AID AGREEMENT**

- I. “National Incident Management System (NIMS)” means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. “Operational Period” shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the Requesting Party must work with the Responding Party directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. “Point of Contact” means a person and/or an agency’s department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. “Public Works Emergency Response Team” (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works’ related agencies. This teams’ principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. “Requesting Party” means the agency or organization receiving aid and assistance from an Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

**NORTH CENTRAL TEXAS PUBLIC WORKS  
MUTUAL AID AGREEMENT**

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the Requesting Party expects to use the resource(s) for less than one Operational Period or if the declaration of emergency is expected to be issued during the first Operational Period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 3 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**NORTH CENTRAL TEXAS PUBLIC WORKS  
MUTUAL AID AGREEMENT**

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker’s Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers’ Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official’s liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS  
MUTUAL AID AGREEMENT**

than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_, Texas  
(Local Jurisdiction)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS  
PUBLIC WORKS MUTUAL AID AGREEMENT**

Here are the suggested steps for your agency to follow when using the Agreement. Generally if the Emergency Operations Center for your city is activated follow the incident command system and associated communications operations plan to request resources.

**1. Requesting Party Steps to Follow:**

- A. Assess the situation and determine the resources needed.
- B. Fill out the REQUESTING PARTY Checklist (Form 1).
- C. Locate agencies included in the agreement **OR** Contact the Public Works Emergency Response Team (PWERT) standby point of contact for assistance to complete the remaining steps.
- D. Call one or more agencies that may have the resources you need.
- E. Fill out a REQUESTING PARTY MUTUAL AID INFORMATION Form (Form 2).
- F. Send copy of the form to the RESPONDING PARTY as soon as possible.

**2. Responding Party Steps to Follow:**

- A. Make sure you can fulfill the request before providing an answer. Notes: 1) obtain required local authority to deploy the resources 2) providing assistance is voluntary and an agency is not required to fulfill the request if you determine the resources are critical to your operational needs.
- B. Analyze the risk level of the request.
- C. Complete the RESPONDING PARTY Checklist (Form 3) with the information given by the REQUESTING PARTY.
- D. Brief your employees and prepare the equipment.
- E. Complete the Employee & Equipment Information Form (Form 4). Provide copies to your responding staff and to the REQUESTING PARTY.
- F. Dispatch staff to the REQUESTING PARTY for assistance.

**3. Supervision and Control:** The responding personnel, equipment and other resources will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant as well as organized and functioning within an Incident Command System (ICS), Unified Control System (UCS). Direct supervision and control of responding party's resources shall remain with their designated supervisor(s). The designated supervisor(s) shall: maintain personnel time records, material records and a log of equipment hours and report work progress to the Requesting Party. The Responding Party's personnel and other resources remain subject to recall by the Responding Party's authority at any time, subject to reasonable notice to the Requesting Party.

**4. Food, Housing and Self Sufficiency:** Unless specifically instructed otherwise, the Responding Party will have the ability to be self-sufficient as practicable from the time of arrival to their designated staging area location to the time of their arrival back at the Responding Party's home department. However, the requesting agency may need to provide resources for tasks extending normal supplies. For example, if the required tasks require significant mobile activities and fuel, the Requesting Party should be prepared to augment their gas/diesel supplies.

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS  
PUBLIC WORKS MUTUAL AID AGREEMENT**

**5. Communications:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party should be prepared to furnish their own internal communications equipment sufficient to only maintain communications among their respective operating units.

NCT PWERT EQUIPMENT CACHE LOCATIONS		Allen	Balch Springs	Carrollton	Colleyville	Denton	DeSoto	Ellis County	Farmers Branch	Flower Mound	Garland	Grand Prairie	Haltom City	Kaufman County	Lancaster	McKinney	Plano	Princeton	Richardson	Richland Hills	Roanoke	Rowlett	Tarrant County	Weatherford	
Light Tower	Generac MLT4060KV LED									1															
	Generac MLT4080	1		1				1	1			1	1		1					1		1	1	1	
Message Board	VER-MAC PCMS-1500 Pro (Full-Size)																				1*				
	SolarTech IRT-112-1548 (Mid-Size)	1	1			1*		1	1	1	1	1	1	1	1			1*	1	1		1	1	1	
Dewatering Pump	Godwin CD225M (8")							1												1					
	Godwin CD250M (10")		1																						
Traffic Signal OMJC LD Pop-Up																						4			
Portable Generator Generac XG10000E		2		2				2	2			2	2		2						2		2	2	
General Response Trailer		1		1	1		1			1												1		1	
Traffic Trailer												1		1		1	1								
Vehicle Interdiction Trailer (24 - MVB3X units)																						1*			
Radio		6							5																
Vest		30		50				30	30			30	30		30						30	55	30		50

\*Received, but not yet transferred or deployable

**TO REQUEST THESE RESOURCES FOR AN EMERGENCY, CALL THE PWERT HOT PHONE (469-278-5921) OR CURRENT PWERT LEADERSHIP. PLEASE DO NOT DIRECTLY CONTACT THE CACHE JURISDICTION.**

**LEADERSHIP:**

- Chair – Clay Riggs
- Vice Chair – Ed Balderas
- Secretary – Travis Houston
- NCTCOG Liaison – Amanda Everly

**PWERT WEBPAGE:**



(Updated 5-10-24)



# CITY OF EVERMAN

212 North Race Street Everman, TX 76140

## STAFF REPORT

**AGENDA TITLE:** RESOLUTION NO. 2024-10-06 A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A COMMUNITY PROJECT FUNDING ADMINISTRATION SERVICES AGREEMENT WITH GRANTWORKS, INC. FOR COMPENSATION NOT TO EXCEED \$36,846.00; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**MEETING DATE:** October 18, 2024

**PREPARED BY:** C. W. Spencer

**RECOMMENDED ACTION:**

Approval

**BACKGROUND INFORMATION:**

The City of Everman was awarded Community Project Funding dollars in the amount of \$414,000 for Youth Revitalization Programs. This funding was made possible by Congressman Marc Veasey. These programs include: Park Improvements, Lighting Improvements at sporting facilities, youth summer programs, and more. Following the award of these programs, staff learned that there are several tasks required that are outside of the scope and ability of the current staff. Making it difficult to obtain these funds.

Staff is recommending engagement with GrantWorks in order to obtain this funding. This resolution approves an agreement for their services to manage the grant process and complete all necessary steps, including the environmental study required. Without these professional services, the City of Everman will not be able to obtain this funding and will be forced to relinquish.

**FISCAL IMPACT:**

\$36,846.00 – General Fund

This will be an unbudgeted expense. If approved, City Management will review the budget to accommodate this approval and provide a budget amendment at a future date.

**A RESOLUTION OF THE CITY OF EVERMAN, TEXAS**

**RESOLUTION NO. 2024-10-06**

**A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A COMMUNITY PROJECT FUNDING ADMINISTRATION SERVICES AGREEMENT WITH GRANTWORKS, INC. FOR COMPENSATION NOT TO EXCEED \$36,846.00; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City has been awarded grant funding through the U.S. Housing and Urban Development Department (“HUD”) for Contract Number B-22-CP-TX-0873; and

**WHEREAS,** the grant program will span several years and encompass grant funds of almost half a million dollars; and

**WHEREAS,** Grantworks, Inc. is willing to provide the administration services for the City’s Community Project Funding award under Contract Number B-22-CP-TX-0873, as administered by HUD for compensation in the amount of \$36,846.00; and

**WHEREAS,** the City Council of the City of Everman, Texas, finds it to be in the best interest of the citizens of Everman and to serve the welfare to enter into an agreement with Grantworks, Inc. for provision of community project funding administration services;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS:**

**SECTION 1.** The City Council of the City of Everman, Texas, hereby approves the Community Project Funding Administration Services Agreement by and between the City of Everman, Texas and Grantworks, Inc. in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit “A” and further authorizes the City Manager to execute said agreement on behalf of the City.

**SECTION 2.** All resolutions of the City of Everman heretofore adopted which are in conflict with the provisions of this Resolution be, and the same are hereby repealed, and all resolutions of the City of Everman not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or

holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**PASSED AND APPROVED** by the City Council of the City of Everman, Texas, this the \_\_\_\_ day of October 2024.

APPROVED:

\_\_\_\_\_  
RAY RICHARDSON, MAYOR

ATTEST:

\_\_\_\_\_  
MINDI PARKS, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY  
4862-4573-4129, v. 1

**EXHIBIT “A”**  
**[Community Project Funding Administrative Services Agreement with Grantworks, Inc. ]**

4862-4573-4129, v. 1

GrantWorks Contract No. B-22-CP-TX-0873

## COMMUNITY PROJECT FUNDING ADMINISTRATION SERVICES

### PART I - AGREEMENT

THIS AGREEMENT IS MADE ON OCTOBER 16, 2024, BY AND BETWEEN THE CITY OF EVERMAN, TEXAS, hereinafter referred to as Client (“Client”), and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as Consultant (“Consultant”), procured in conformance with 2 C.F.R. part 200.320(2)(i).

#### I. SCOPE OF SERVICES

Consultant agrees to render administration services for Client's Community Project Funding (“CPF”) award Contract Number B-22-CP-TX-0873 (the “Contract”), as administered by the U.S. Department of Housing and Urban Development (“HUD”), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the “Services”).

#### II. TIME OF PERFORMANCE

The time of services of the Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder by the completion date of this program on August 31, 2030.

#### III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a firm fixed price of thirty-six thousand eight hundred forty-six and no/100 Dollars, (\$36,846.00) in accordance with the following schedule. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant’s performance of the services, and any particular milestone will be achieved or that any specific HUD or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Milestone		Billable Amount	Project Deliverable
Establish files, recordkeeping, and financial systems	20%	\$7,369.20	List of projects created and budgets assigned
Environmental Clearance Received	20%	\$7,369.20	Environmental Authority to Use Grant Funds received
25% of allocated funds expended	20%	\$7,369.20	25% of funds expended
50% of allocated funds expended	20%	\$7,369.20	50% of funds expended
75% of allocated funds expended	10%	\$3,684.60	75% of funds expended
All allocated funds expended and Close-out documents submitted	10%	\$3,684.60	All funds expended and Close-out documents submitted
<b>Total of all milestones</b>		<b>\$36,846.00</b>	

Note: Administrative Activities include General Administration, Environmental Services, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in Part III—Scope of Basic Services.



**IV. ADDITIONAL SERVICES**

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
  - 1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the HUD required by an amendment, other Contract modification, or a change in HUD policy or practice.
  - 2. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  - 3. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
  
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

**V. CHANGES AND AMENDMENTS**

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

**V. ASSIGNABILITY**

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

**VI. RECORDS AND AUDITS**

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Contract or the period required by other applicable laws and regulations.

**VII. MISCELLANEOUS PROVISIONS**

- A. Governing Law and Venue. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
  
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
  
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- D. Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information.** It is agreed that all information, data, reports and records and maps as are existing, available, in Client's possession, and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison.** For purposes of this Contract, the Client shall designate an authorized person to serve as the Local Program Liaison and primary point of contact to the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages.** Notwithstanding any other provision to the contrary herein, neither party shall be liable to the other for any indirect, incidental, special or consequential damages or loss of profits, anticipated or otherwise, or loss of revenues in connection with or arising out of, or in connection with, the subject matter of this Agreement.
- H. Limitation of Liability.** Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms.** The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work and Copyright.** The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or HUD. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance.** The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CPF program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties

involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Tarrant County, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

**M. Force Majeure.** A “Force Majeure Event” means any event or cause beyond a party’s reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

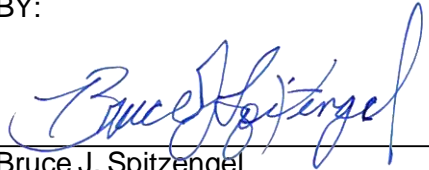
This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services" which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the effective date indicated above.

**GrantWorks, Inc.**  
**2201 Northland Drive**  
**Austin, Texas 78756**

**City of Everman**  
**212 North Race St**  
**Everman, TX 76140**

BY:



Bruce J. Spitzengel  
President

DATE: October 16, 2024

BY:

\_\_\_\_\_  
Craig Spencer  
City Manager & Chief of Police

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

**PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written contract or agreement approved by Client, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
  
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
  
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
  
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
  
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
  
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against claims made thereunder, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
  
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall become Client's property.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall become Client's property.

9. **CONFLICTS OF INTEREST**

**A. Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.

**B. Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CPF award between HUD and the Client shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.

**C. Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CPF award between HUD and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CPF award between HUD and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).**  
 The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. **GENERAL TERMS REGARDING THIRD-PARTY SERVICES**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party

Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
- A. CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - B. SECTION 504 REHABILITATION ACT OF 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
  - C. AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
  - D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**
    - i.* Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
  - E. EQUAL OPPORTUNITY CLAUSE.** During the performance of this Agreement, the Consultant agrees as follows:
    - i.* The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - ii.* The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- iii.** The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv.** The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v.** The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi.** The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii.** In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii.** The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

- A. The Client must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:



- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.**

- A.** The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C.** The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D.** The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- E.** Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR Part 135, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors

and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

- F.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - G.** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
  - H.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
14. **PATENT RIGHTS AND INVENTIONS.** The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).
  15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).
  16. **ENERGY EFFICIENCY.** The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).
  17. **VERIFICATION NO BOYCOTT ISRAEL.** As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity

doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- 18. **NO FOREIGN TERRORIST ORGANIZATIONS.** Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 19. **USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION.** Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.
- 20. **NO BOYCOTT OF ENERGY COMPANIES.** Consultant verifies that it does not boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as these terms are defined in Texas Government Code Section 809.001, as amended. This section does not apply if Consultant is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement
- 21. **NO DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.** Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. This section only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Consultant is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

**PART III - SCOPE OF BASIC SERVICES**

Depending on the selected project(s), some provisions may not apply. The type(s) of project(s) selected will determine the type(s) of service(s) necessary to implement the project(s). See below for project types.

**A. Construction Projects:**

- 1. Project planning and startup: Assist the recipient with procuring necessary vendors as needed.
- 2. Assist with developing contract/bid packages that meet HUD program requirements.
- 3. Assist with monitoring and reporting contractor's performance.
- 4. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

- 5. Assist the recipient with vendor Draws/Close Out.
- 6. Compile and review for completeness contract/closeout packages that meet HUD program requirements.
- 7. Labor Standards duties (as required): Monitor compliance with all relevant labor standards regulations, and Maintain document files to support compliance.
- 8. Environmental Services: Review each project description to ascertain and/or verify the level of environmental review requirements; Prepare, complete, and submit required forms for environmental review and provide all documentation to support environmental findings; Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance; and Reporting.
- 9. Acquisition Duties: Submit acquisition reports and related documents; Establish acquisition files (if necessary); and Complete acquisition activities (if necessary).

**B. General Administration**

- 1. Complete and submit Action Plan through HUD’s Disaster Recovery Grant Reporting (“DRGR”) system.
- 2. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
- 3. Furnish forms, policies, and procedures for implementation of the project.

4. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the HUD Economic Development Initiative Community Project Funding Grant Guide.
5. Assist Client in developing a record-keeping system consistent with program guidelines, including the establishment and maintenance of program files.
6. Serve as liaison for the Client during normal monitoring visits by staff representatives from HUD.
7. Prepare and submit required Program-Specific Reporting Requirements to HUD.
8. Assist Client in meeting 2 C.F.R. 200 and other applicable requirements as may be required for the implementation of CPF funding.
9. Assist Client in preparing Contract and/or Program Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.
10. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

**C. Financial Management**

1. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to HUD.
2. Assist Client in preparation of drawdown requests from HUD and disbursements of funds within the allotted time period.

**D. Environmental Review**

1. Assist Client in preparing environmental documents as necessary. Each CPF-funded project shall, if applicable, be assessed to determine whether and/or to what extent environmental reviews may be required by local or state law. GrantWorks may assist in completing required environmental reviews once an assessment is completed.

**E. Audit/Close-out Procedures**

1. Prepare final Reports, including any General Report, Financial Reports and Completion Reports, as required.
2. Assist Client in responding to any monitoring and audit findings and resolving any third-party claims.

**Additional General Terms Regarding Third-Party Services**

Some services will be performed by third-party service providers. See Section IV of this Agreement regarding special services outside the scope of work.

Assistance by Consultant with (1) verification of equipment suppliers or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively “Third Parties”) is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

4860-5535-1793, v. 1

**ORDINANCE NO. 824**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO USE PUBLIC RIGHTS-OF-WAY OF THE CITY OF EVERMAN, TEXAS, FOR THE PURPOSES OF CONSTRUCTING AND OPERATING AN ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM; SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, Oncor Electric Delivery Company, LLC (“Oncor”) currently provides electric delivery services for the City under a Franchise ordinance which shall expire December 31, 2024; and

**WHEREAS**, the City of Everman and Oncor desire to enter into a new Franchise establishing conditions under which the Company will operate and establishing a term of twenty (20) years for said Franchise; and

**WHEREAS**, the City Council of the City of Everman finds that it is to the mutual advantage of both the City and Oncor to enter into a new Franchise; and

**WHEREAS**, the City Council has determined that a grant of a non-exclusive Franchise pursuant to this Ordinance is in the best interest and will inure to the benefit of the City and its citizens;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS THAT:**

**SECTION 1.** Oncor and City believes that this franchise is in the public interest.

**SECTION 2. Definitions.** For the purpose of this ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- 2.1 **"City"** shall mean the City of Everman, Texas, and includes the territory that currently is or may in the future be included within the boundaries of the City.
- 2.2 **"Oncor" or "Company"** shall mean Oncor Electric Delivery Company LLC, its successors and permitted assigns.
- 2.3 **"Effective Date"** shall be as provided for in Section 4.
- 2.4 **"Electric Distribution and Transmission System"; "Facility", "Facilities", "facility" or "facilities"** shall mean Company's electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for the Company's own use), for the purpose of supplying electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof.
- 2.5 **"Franchise" or "franchise"** shall mean this Ordinance and Company's acceptance thereof as the non-exclusive permission granted to Company to use the Public Rights-of-Way for its Electric Distribution and Transmission System.
- 2.6 **"Franchise Fee" or "franchise fee" or "Franchise fee"**, whether plural or singular, shall mean the total franchise fees due from Company as set forth in Section 8, herein.
- 2.7 **"Additional Cost"** shall mean cost of all non-standard facilities, including undergrounding facilities offset by any applicable allowance as provided for in Oncor's Tariff approved by the Public Utility Commission of Texas.
- 2.8 **"Public Right-of-Way" or "Public Rights-of-Way"** means the present and future streets, alleys, highways, public ways and other public property or property interests of the City. The term includes the area on, below, and above the surface of the Public Right-of-Way. The term applies regardless of whether the Public Right-of-Way is paved or unpaved.
- 2.9 **"Public Utility Commission of Texas" or "PUC"** shall mean the Public Utility Commission of Texas or its successor agency.



- 2.10 **"Right-of-Way Management Ordinance"** shall mean Chapter 20 ("Utilities"), Article VIII ("Utility and Telecommunication Facilities Within the Right-of-Way") of the City Code of Ordinances, as now existing or as the same may be adopted, supplemented, amended or revised.

**SECTION 3. Grant of Authority.**

- 3.1 **Permission.** Subject to the terms and conditions herein, City hereby grants Company the non-exclusive right, privilege and Franchise to erect, construct, extend, install, maintain and operate an Electric Distribution and Transmission System in, over, under, along and across the Public Rights-of-Way. Oncor may not use any portion of its Electric Distribution and Transmission System in the City's Public Rights-of-way for any purpose other than the delivery of electric service (or in the support of Oncor's Distribution and Transmission System), including renting, licensing or otherwise sharing use of facilities with third parties, including third parties receiving electric service, without first entering into a separate agreement with the City for Oncor ancillary service. Company agrees to notify other persons, firms, or corporations that desire to attach facilities to Oncor's Electric Distribution and Transmission System located within the City that they have a responsibility to obtain all legally required franchises, licenses, waivers, consents, easements, rights of way, and permits needed to construct and operate its equipment within the City. However, in no event is Company responsible or liable to City or any other person or entity if the persons, firms, or corporations that desire to attach to Oncor's Electric Distribution and Transmission System within City fails to obtain anything required by City. City may at any time request a list of persons or corporations who have a contract to attach facilities to Company equipment within the City limits, and Company shall provide such information within a reasonable time after the City's request.
- 3.2 **Non-Exclusive Use.** This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.
- 3.3 **Area of the City Affected.** This Franchise shall extend to and include any and all territory that is within the corporate limits of the City that have been certificated to Company by the PUC. Additionally, this Franchise shall extend to any and all territory that is annexed by the City during the term of this Franchise and certificated to Company by the PUC. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in the City.

3.4 **City's Rights in Public Rights-of-Way.** Chapter 20 ("Utilities"), Article VIII ("Utility and Telecommunication Facilities Within the Right-of-Way") of the City Code of Ordinances, as now existing or as the same may be adopted, supplemented, amended or revised ("Right-of-Way Management Ordinance") is incorporated herein by reference to the extent that it does not conflict with federal, state, and/or city laws, rules, or regulations. Company acknowledges that by this Franchise it obtains no rights to, or further use of, the Public Rights-of-Way other than those expressly granted herein or by federal, state, and/or city laws, rules, or regulations. Company further acknowledges and accepts at its own risk that consistent with this Agreement the City may use Public Rights-of-Way in which Company's Electric Distribution and Transmission System is located in a manner inconsistent with Company's use of such Public Rights-of-Way. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. Company's Facilities shall be erected so as not to unreasonably interfere with: 1) existing streets, alleys, highways, and sidewalks or with the existing vehicular and pedestrian traffic thereon; 2) existing gas, electric, or telephone fixtures; or 3) existing water hydrants or mains, drainage facilities or sanitary sewer facilities. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any Public Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions, all in accordance with the most recent edition of the Uniform Manual on Traffic Control Devices and any applicable city, state or federal laws, rules, or regulations that impact the Company's use of the Public Rights-of-Way. In determining the location of Company's facilities within the City, Company shall not interfere with then existing above-ground and underground structures, equipment and facilities of the City, other utility franchisees (which have received a franchise from the City) and other persons (whether a natural person or business entity of any kind) who have received the City's consent to place and locate equipment or facilities within the Public Rights-of-Way. The City also reserves the right to change in any manner any Public Rights-of-Way, including but not limited to any curb, sidewalk, highway, alley, public way, street, utility line (or in the case of utility line owned by Company, to first notify and require that change by Company within a reasonable amount of time), storm sewer, drainage basin, drainage ditch, and the like. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate Facilities and shall specify a new location for such Facilities along the Public Rights-of-Way. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way,

except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights of Way, despite the City's enactment of any ordinance providing the contrary. City-requested relocations of Company facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, such relocation will be at the total expense of the City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the Additional Cost of placing the facilities underground.

- 3.5 If any other corporation or person (other than City) requests Company to relocate Company Facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation which has already been requested, and paid for, by any entity other than City.
- 3.6 **Abandonment.** If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its Facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.
- 3.7 **Compliance with Law and Continued Obligations.** Company's operations and activities within the Public Rights-of-Way in the City shall be subject to all City ordinances, unless otherwise in conflict with any federal or state laws, rules, or regulations or this franchise. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to

Company. Nothing herein shall be deemed a waiver, release or relinquishment of any right by either party to contest, appeal, or file suit with respect to any action or decision of the other party.

- 3.8 **Use of Poles and Ducts.** Oncor may permit the wires of the City to be attached to the poles or use of spare conduit in duct systems owned and maintained by Oncor, under separate agreement, upon securing an Oncor "Pole Attachment/Duct Use" agreement which specifies the requirements and compensation for said use. Oncor does not warrant or guarantee there will be space made available on Oncor poles or spare conduits in Oncor duct systems for the City's use. Oncor may require the City to furnish evidence of adequate insurance, provide indemnity covering Oncor as allowed by law, and provide adequate bonds covering the performance of the City or City's contractor prior to attaching wires to Oncor's poles and prior to City's use of conduit in Oncor's duct systems. Agreements for wires of the City to be attached to the poles or for use of spare conduit in duct systems maintained and owned by Oncor which are existing prior to this Franchise remain in effect according to the terms defined in such agreements.
- 3.9 **Use of City Owned Facilities, Structures, and Physical Plant.** Nothing contained in this Franchise shall be construed to require or permit any attachments to City owned facilities, structures or physical plant by Company for any purpose. If Company desires attachments to any City owned facility, structure, or physical plant for any equipment related to delivering any service through Company's Electric Distribution and Transmission System, Company shall notify City and City shall authorize such attachment. If Company desires attachments to any City owned facility, structure, or physical plant for any equipment related to delivering any service other than electricity through Company's Electric Distribution and Transmission System, then a further separate, non-contingent agreement shall be a prerequisite to such attachments. Agreements existing prior to this Franchise which authorize such use of any facility may remain in effect according to the terms of such agreements.
- 3.10 **Company's Need to Locate Facilities.** Company shall not install, construct or extend any Facilities in parks or other City-owned property that is not part of a public utility easement, street, road, highway, or alley without first obtaining the written approval of City.

**SECTION 4. Term of Franchise.** This Ordinance shall become effective upon the filing of Company's written acceptance hereof with the City Secretary, said written acceptance to be filed by Company with the City Secretary within sixty (60) days after final passage and approval hereof by City. The right, privilege and

franchise granted hereby shall expire on at 11:59 p.m. (Central Standard Time) on December 31, 2044.

**SECTION 5. Electrical Safety Code Compliance.** Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code.

**SECTION 6. Liability Insurance.**

- 6.1 Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:
- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
    - (1) Products/completed operations to be maintained for the warranty period.
    - (2) Personal and advertising injury.
    - (3) Contractual liability.
    - (4) Explosion, collapse, or underground (XCU) hazards.
  - B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
  - C. Workers compensation and employer's liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
  - D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.

- E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

**SECTION 7. Indemnification and Liability for Damages.**

- 7.1 In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify, defend and hold harmless the City, and its past and present officers, agents and employees against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, contractors, or employees in connection with Company's construction, maintenance and operation of Company's system in the City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.
- 7.2 This indemnity shall only apply to the extent that the loss, damage, injury or death is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, injury or death is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or other third parties. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.
- 7.3 In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company 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. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all reasonably necessary costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

- 7.4 In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in sections 7.2 and 7.3.

### **SECTION 8. Compensation to the City.**

- 8.1 **Franchise Fee.** In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.003197 (the "Base Factor") multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003357 (the "Current Factor"), which is then multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003197 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Company shall make quarterly payments hereunder as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period</u>
December 15	Jul.1 - Sept. 30	Jul.1 - Sep. 30
March 15	Oct. 1 - Dec. 31	Oct. 1 - Dec.31
June15	Jan. 1 - Mar.30=1	Jan. 1 - Mar. 31
September 15	Apr. 1 - Jun. 30	Apr.. 1 - Jun.. 30

1. A final quarterly payment was made on or before September 15, 2024 for the basis period of April 1, 2024 through June 30, 2024 and the privilege period of April 1, 2025 through June 30, 2025 in accordance with the provisions in the Prior Franchise Ordinance.
  2. The first quarterly payment hereunder shall be due and payable on or before December 15, 2024 and will cover the basis period of July 1, 2024 through September 30, 2024 and the privilege period of July 1, 2025 through September 30, 2025. If this franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this franchise is due on or before March 15, 2044 and covers the basis period of October 1, 2043 through December 31, 2043 and the privilege period of October 1, 2044 through December 31, 2044; and
  3. After the final payment date of March 15, 2044, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.
- B. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in Oncor's Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account



and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Subsection 8.1. B, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2025 and will be based on the calendar year January 1, 2024 through December 31, 2024. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2045 and will be based on the calendar year of January 1, 2044 through December 31, 2044.
3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

8.2 The Parties agree:

- A. With each payment of compensation required by Subsection 8.1.A, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total

kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.

- B. With each payment of compensation required by Subsection 8.1.B., Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.
  - C. If either party discovers that Company has failed to pay the entire or correct amount of compensation due under Section 8, the correct amount shall be determined by mutual written agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by the City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section 8 shall not be deemed to be a waiver by either party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under law or equity.
  - D. Any late or delinquent payments due the City by Company under this Franchise shall accrue interest. Interest on late or delinquent payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003, as amended for the time period involved.
- 8.3 This subsection applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement. In the event of an occurrence as described in this subsection 8.3, City shall have the option to:
- A. Have Company select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be

considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and

- B. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Subsection 8.3.A. In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Subsection 8.3.A.
- C. City may not exercise the option provided in Subsection 8.3 if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this subsection 8.3, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to this subsection 8.3, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under this subsection.
- D. Notwithstanding any other provision of this franchise, should the City exercise the option provided in subsection 8.3, and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to subsection 8.3, then Company shall have the right to cancel all of the modifications to this franchise made pursuant to subsection 8.3 and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to the City's exercise of its option under subsection 8.3. The provisions of this subsection 8.3 apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of subsection 8.3 do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

## **SECTION 9. Accounting Matters.**

- 9.1 **Maintenance of Records.** Company shall keep complete and accurate books of account and records of its business and operations under and in connection with this Franchise at its principal office for the purpose of determining the amount due to the City under this Franchise.
- 9.2 **Audit.** Pursuant to and for the period specified in Section 33.008(e) of the Texas Utilities Code and upon thirty (30) days prior written notice, the City may conduct an audit or other inquiry of the books and records of the Company to ascertain the correctness of the reports agreed to be filed herein.
- 9.3 **Access to Records.** The Company shall make available to the City during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete any audit or inquiry under Section 9 of this Franchise, and shall make no charge to the City therefore. The Company shall respond to all requests for information from City no later than thirty (30) days after receipt of a request.
- A. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays the City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the terms established in Section 8.
- B. If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 12.
- 9.4 If Company provides confidential or non-public information to the City, Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the confidential or non-public nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company 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 so as to allow Company adequate time 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.

**SECTION 10. Right of Renegotiation.**

- 10.1 Should either Company or the City have cause to believe that a material change in circumstances relating to the terms of this Franchise may exist, it may request, and the other party shall timely provide the requesting party a reasonable amount of information to assist in determining whether a material change in circumstances has taken place.
- 10.2 Should either party hereto determine that based on a material change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to enter into such negotiations does not obligate either party to agree to an amendment of any or all terms of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to an amendment of one or more provisions of this Franchise, the change shall become effective upon passage of an Ordinance by the City in accordance with the City Charter and the filing with the City Secretary of written acceptance of the amendment by Company.

**SECTION 11. Defaults.**

- 11.1 **Events of Default.** The occurrence, at any time during the term of the Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:
- A. The failure of Company to pay the Franchise Fee on or before any of the due dates specified herein.
  - B. Company's breach or violation of any material terms, covenants, representations or warranties contained herein.
- 11.2 **Uncured Events of Default.**
- A. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided in Section 12.
  - B. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before

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City may exercise any of its rights or remedies provided for in Section 12.

- C. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.
- D. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 11, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City present facts and arguments in refuting or defending such alleged failure. City, at its option, may agree to an extension of the time for Company to cure any Event of Default. In the event that Company does not comply with this Subsection 11.2.D. or, if Company does comply with this subsection but the City, after its review of Company defense, nevertheless believes that Company has breached or violated a material provision of the Franchise, the City may declare this an Uncured Event of Default, which shall entitle the City to exercise the remedies provided in Section 12 of this Franchise. Notice of such declaration shall be given to Company at least fifteen (15) days prior to City's exercise of any such remedies.

## **SECTION 12. Remedies for Uncured Event of Default.**

- 12.1 **Remedies:** In the event that such cure as described in Section 11 is not forthcoming, City shall be entitled to exercise any and all cumulative remedies as allowed by law, regardless of whether not Company has refuted the alleged failure including but not limited to:
- A. The commencement of an action against Company at law for monetary damages.
  - B. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that, as a matter of equity, are specifically enforceable.
  - C. The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within the City of Everman.
  - D. The termination of this Franchise in accordance with the provisions of Section 13.

12.2 **Remedies Not Exclusive:** The rights and remedies of City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or event of noncompliance.

**SECTION 13. Termination.** This Franchise may be terminated in accordance with the provisions of Section 12.1.D., upon thirty (30) business days' prior written notice to Company by City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. This Franchise will not be terminated if Company commences work or other efforts to cure such violations and completes such curative work according to a plan and timeline mutually agreed upon by Company and City. The final decision of the City Council terminating the Franchise may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be the date upon which such appeal is withdrawn or the date upon which an order or judgment, entered by a court of competent jurisdiction and upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

**SECTION 14. Assignment.** The rights granted by this Franchise Agreement inure to the benefit of the Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this

Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give the City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

### **SECTION 15. Notices.**

- 15.1 All notices required by this Franchise shall be in writing and delivered personally or transmitted (a) through the United States mail by registered or certified mail, postage prepaid or (b) by means of prepaid overnight delivery service addressed as follows:

If to the City:

**City of Everman**

Attn: City Manager's Office  
212 N. Race Street  
Everman, TX 76140

With a Copy to:

**Nichols | Jackson LLP**

Attn: Everman City Attorney  
1800 Ross Tower  
500 North Akard Street  
Dallas, TX 75201

If to Company:

**Oncor Electric Delivery Company LLC**

Attn: Regulatory Affairs  
1616 Woodall Rodgers Fwy. 6<sup>th</sup> floor  
Dallas, TX 75202-1234

- 15.2 **Date of Notices; Changing Notice Address.** Notices shall be deemed given: (a) upon receipt in the case of personal delivery; (b) three (3) business days after deposit in the mail; or (c) the next business day in the case of overnight delivery. From time to time, either party may designate another address for this purpose by written notice to the other party delivered in the manner set forth above.

### **SECTION 16. Miscellaneous.**

- 16.1 **Amendment of Franchise Agreement.** This Franchise Agreement may not be amended except pursuant to an Ordinance adopted by the City Council and agreed to in writing by Company, with said written agreement being filed in the office of the City Secretary.
- 16.2 **Governing Law.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Franchise.

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- 16.3 **Force Majeure.** In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the result of war, riot, civil commotion, or government conduct, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence and resulting delay.
- 16.4 **Criteria for Responses.** Responses by one party to requests from the other party must be given within a reasonable time to the extent not governed by this franchise or by applicable laws, rules or regulations.
- 16.5 **Non-Waiver of Breach.** Failure of a party to declare, or delay in taking any action in connection with, any breach or default immediately upon the occurrence thereof shall not waive such breach or default, but the party shall have the right to declare any such breach or default within a reasonable time of its discovery subject to any applicable statute of limitations, which shall be tolled by provision of notice as set forth in Section 11. Failure of either party to declare one breach or default does not act as a waiver of that party's right to declare another breach or default. The waiver by either party of any breach or violation of any Provision of this Franchise shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Franchise.
- 16.6 All ordinances of the City of Everman, Tarrant County, Texas, in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however that all other provisions of said ordinances

not in conflict with the provisions of this ordinance shall remain in full force and effect.

16.7 Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

16.8 An offense committed before the effective date of this ordinance is governed by prior applicable laws, rules and regulations as previously amended, in effect when the offense was committed, including the prior franchise agreement between City and Company, and the former law is continued in effect for this purpose subject to any applicable statute of limitations.

16.9 **Entire Agreement.** This Franchise contains all of the agreements of the parties with respect to the subject matter covered in this Franchise and no prior or contemporaneous agreements or undertakings pertaining to any such matters shall be effective for any purpose.

**SECTION 17.** This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS, ON THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2024**

**APPROVED:**

\_\_\_\_\_  
RAY RICHARDSON, MAYOR

**ATTEST:**

\_\_\_\_\_  
Mindi Parks, City Secretary

APPROVED AS TO FORM:

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Victoria Thomas, City Attorney  
4879-3970-4287, v. 1