



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, October 08, 2024 at 6:00 PM

213 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

- A. PUBLIC HEARING** - Public hearing to receive sworn testimony and citizen's comments concerning a proposed ordinance amending the Comprehensive Zoning Ordinance of the City of Everman as previously amended, at Article 3 "Administration", Section 3.2 "Board of Adjustment" by amending section 3.2.2 "Members; Terms of Office". This ordinance would essentially appoint the City of Everman Planning and Zoning Commission to serve as the Board of Adjustments.

7. DISCUSSION ITEMS

- A.** Receive Report and Discuss the 4-Day Schedule for City Hall and other Departments
- B.** Civic Plus Website Management Services for the City of Everman Website
- C.** Receive Report and Discuss Planned City Christmas Events and Activities
- D.** Discussion and First Reading of Proposed 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.

8. CONSIDERATION AND POSSIBLE ACTION

- A.** ORDINANCE # 823 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF EVERMAN, AS PREVIOUSLY AMENDED, AT ARTICLE 3 "ADMINISTRATION", SECTION 3.2 "BOARD OF ADJUSTMENT" BY AMENDING SECTION 3.2.2 "MEMBERS; TERMS OF OFFICE"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

B. RESOLUTION # 2024-10-01 - A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH REGION 8 EDUCATION SERVICE CENTER FOR THE INTERLOCAL PURCHASING SYSTEM (“TIPS”) PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

C. RESOLUTION # 2024-10-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ADOPTING THE CITY OF EVERMAN COVERED APPLICATIONS AND PROHIBITED TECHNOLOGY POLICY AND PROVIDING AN EFFECTIVE DATE.

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

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

11. MAYOR’S REPORT

12. 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 4, 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/

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Council may convene into Executive Session to discuss the following:

- 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.

Citizens wishing to submit written comments should e-mail the City Secretary at mparks@evermantx.net. Comments that are received at least one-hour prior to the start of the meeting will be provided to all council members.

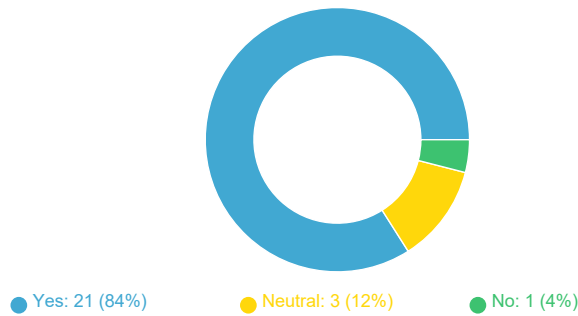
According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The mayor is responsible to enforce the time limit. Citizens may address City Council either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. City Council is only permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.

City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.

3 Month - 4 Day Work Week Survey

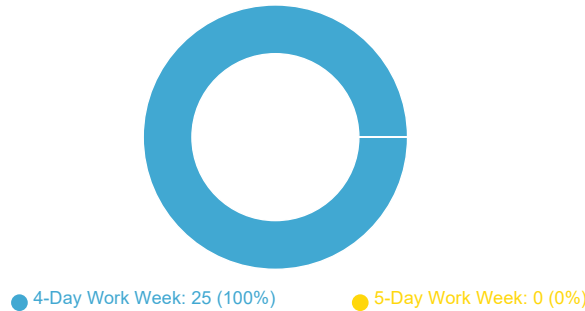
Participants
28
Responses
25
Opted Out
0
Survey Response Rate
89%
Survey Details
Launch Type
Specific Participants
Launched On
9/9/2024
Confidential
No
Due Date
9/16/2024
Questions
7
Status
Active

1. Has your overall work-life balance improved with the 4-day workweek?



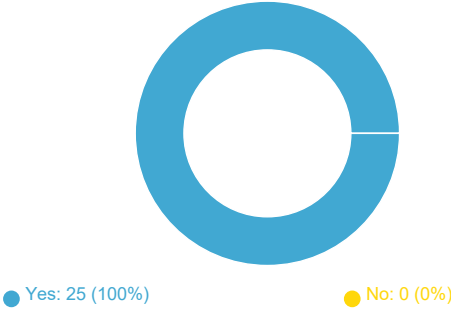
25 responses out of 28 participants (89%)

2. Do you prefer a 4-day or 5-day workweek?



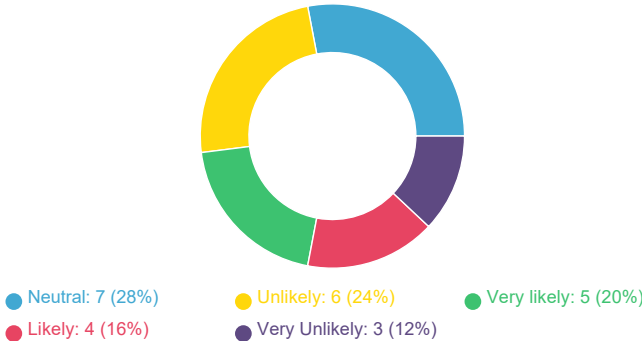
25 responses out of 28 participants (89%)

3. Are you able to meet the needs of your customers by having one less day per week?



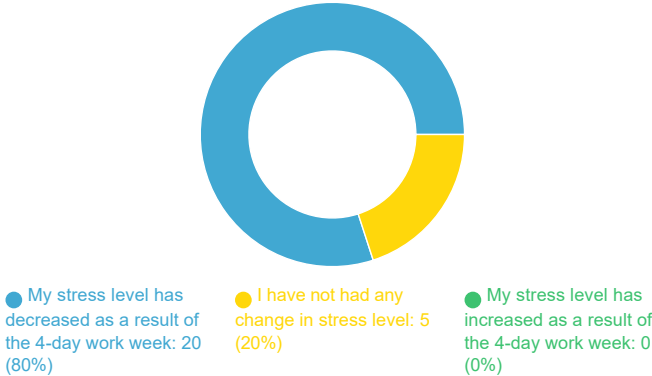
25 responses out of 28 participants (89%)

4. How likely would you be to seek employment elsewhere if we returned to a traditional 5-day week?



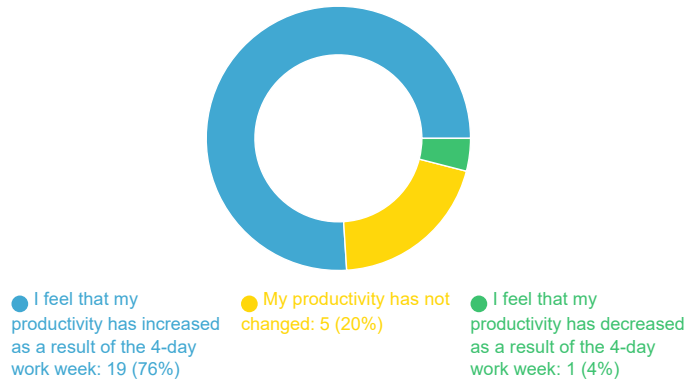
25 responses out of 28 participants (89%)

5. How has the change affected your stress?



25 responses out of 28 participants (89%)

6. How do you feel the change has affected your productivity?



25 responses out of 28 participants (89%)

I am loving the 4 day week! We have received many good customer feedback about being open until 6 pm.

The 4 day work week is going good no complaints

Content with 4 day work week.

Helps rest and get sleep while maintaining two (2) jobs.

It's all good no problem and thank you

It good to have one day off during the week

Switching to a 4-day work week has been a positive change.

I like the 4 day work week schedule. I will not change it for nothing!

My productivity has not changed due to the nature of my job.

I think it's great and happy it is working so well.

I love the 4-day work schedule, I can get everything done at work and have more time for family

Thanks to the four-day workweek, I can see an excellent increase in morale. Everyone seems to be happier and more relaxed.



municipal websites

OPEN

Website Design & Hosting Solution

Proposal valid for 60 days from date of receipt



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

- 20+** Years
- 12,000+** Customers
- 900+** Employees

RECOGNITION

- Inc. 5000** 11-time Honoree
- GovTech** 2023 Top 100 Company
- Stevie® Awards** Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

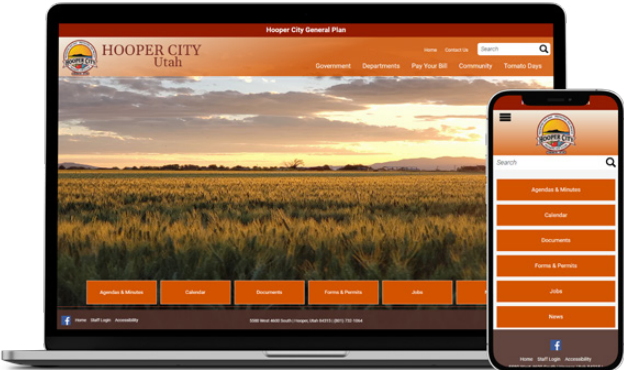
What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



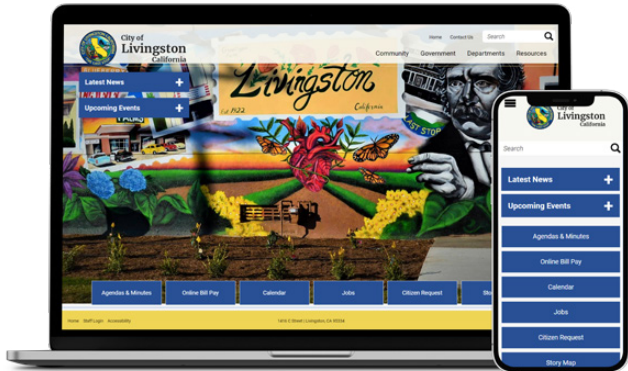
Premium Designs

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Your art director will work with you to understand your municipality's needs and style.

Our Premium Designs are ideal for communities that want a professional, mobile-friendly design without the added expense of extensive custom design work. A Premium Design offers all the same features and functionality; any differences are website design related. Premium designs have fewer custom design elements, such as a non-scrolling site element, while still retaining enough design elements to make the site yours. Customize your logo, color palette menu, quick link layouts, and background images.



Hooper City, Utah
hoopercity.com



Livingston, California
cityoflivingston.org



Arkansas City, Kansas
arkcity.org

Ultimate Designs

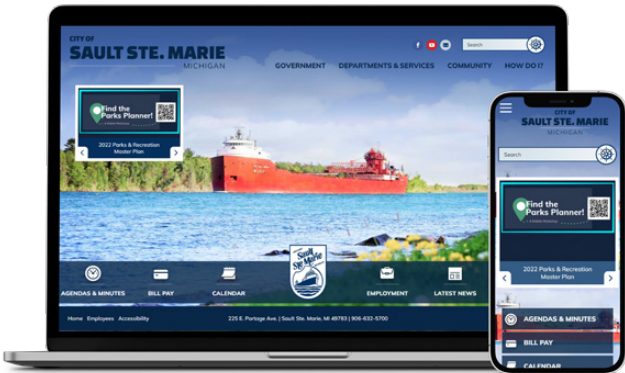
An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



Clatsop County, Oregon
co.clatsop.or.us



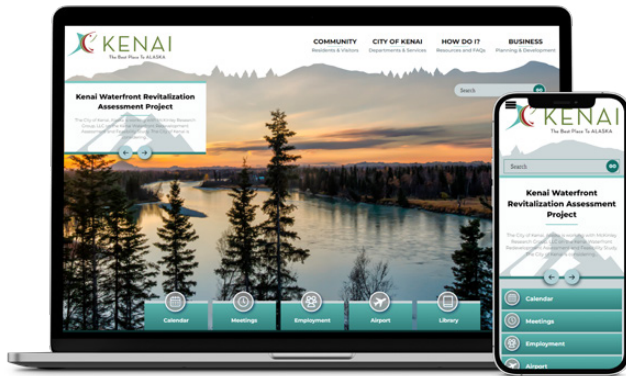
Mission Springs Water District, California
mswd.org



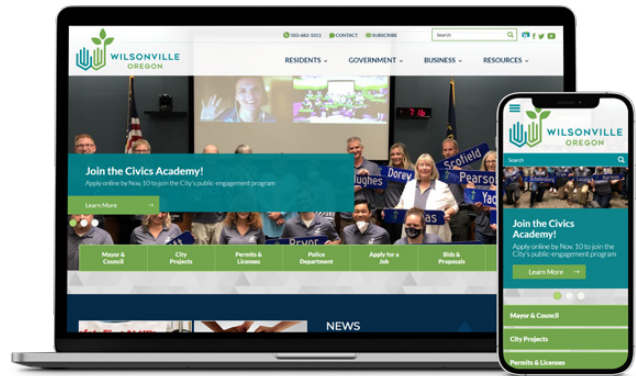
Sault Ste. Marie, Michigan
saultcity.com



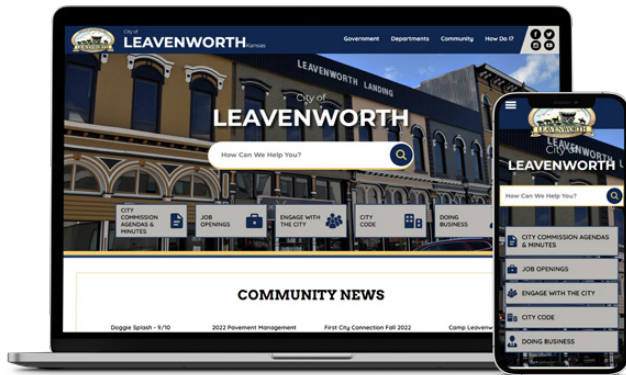
Estacada, Oregon
cityofestacada.org



Kenai, Alaska
kenai.city



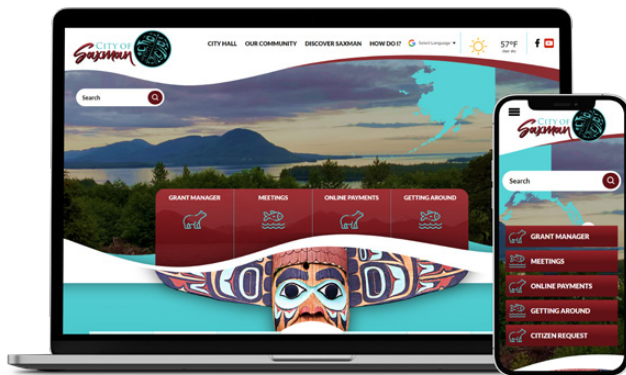
Wilsonville, Oregon
ci.wilsonville.or.us



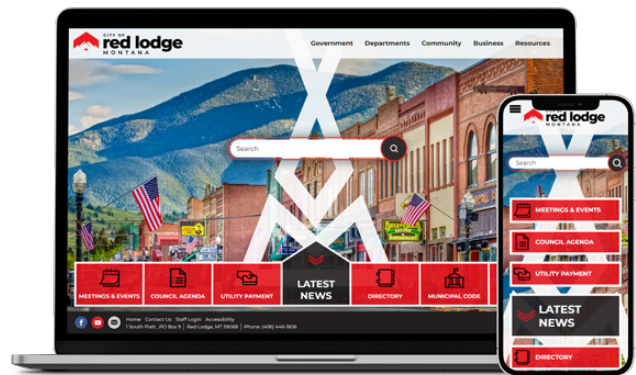
Leavenworth, Kansas
leavenworthks.org



Royal Palm Beach, Florida
royalpalmbeach.com



Saxman, Alaska
cityofsaxman.com



Red Lodge, Montana
cityofredlodge.net

CMS Features & Functionality

Our Municipal Websites Open are built using a CMS specifically for local governments and offers full feature sets for all your department's needs. Using CivicPlus for your website provides an excellent experience for both your staff and residents in the community. Granular permissions can allow each department to easily edit content and manage their residents' interactions.



We have the solution to the challenges you face with full feature sets for all your department needs!



Website Design Tailored to Your Needs



Hosting, Security, & Reporting



Modules That Provide Transparent Information



Resident Engagement Tools



Tools for Residents to Do Business Online



Convenient Access from Any Device



Intuitive & Easy to Use



Granular Permissions to Match Your Processes



ADA Compliance



Can Expand & Grow with Your Ever-Changing Needs

CivicPlus Website Features

WEBSITE DESIGN TAILORED TO YOUR NEEDS

Stunning Design – A professional art director will work closely with you to design a website that fits your municipality's style and needs.

Intuitive Site Navigation – Main navigation menu, via a mega menu or drop-down, keeps it simple to get to any page.

Image Displays – Interactive widgets that include photos and videos to showcase your community.

Unlimited Number of Department Specific Pages (microsite) – A page specifically for an individual department/board that can automatically display department-specific information in the sidebar of your pages. This allows categorization and filtering by department and allows permissions to be department based.

Site Within a Site (subsites) – Add-on that allows any department/board or page to have an entirely different look and feel to match your department’s style, while still being part of the same website and using the same backend CMS.

HOSTING, SECURITY, & REPORTING

Domain Management – CivicPlus can provide full-service domain hosting.

Secure Site Gateway – Every website receives an SSL certificate for your peace of mind.

Secure Login – Optimal security is available through Microsoft’s Identity Server.

Single Sign On (SSO) – Ability to log into multiple CivicPlus products with the same login credentials.



Custom Identity Provider (IdP) – A custom IdP is available as an add-on through Azure AD, Okta, and ADFS.

CAPTCHA Secure – The CMS uses CAPTCHA technology to restrict auto-generated submissions.

Data Ownership – Customers always own the rights to all their data.

Audit Trail/History Logs – The CMS captures and stores a complete history of content postings.

Analytics and Reporting – Google Analytics provide web analytics and other reporting is available such as a broken links report.

MODULES THAT PROVIDE TRANSPARENT INFORMATION ON YOUR SITE

Advanced Calendaring – Create meetings and events to be displayed in calendars throughout your website. Residents can easily use our calendars with custom filters, multiple event views, and export capabilities.

Meetings and Agendas – Manually post meetings and agendas on the website with a built-in module. For advanced functionality, including automated agenda and packet generation and live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Advanced Search in Your Website – Quickly search all pages and uploaded files across the website. Department-specific search options are also available.

News & Announcements – Display the most recent news on your home page or department pages.

FAQs – Easily show your most frequently asked questions and their corresponding answers.

Important Alerts – Prominently display urgent messages on the home page and/or department home pages to notify residents of time-sensitive information, such as closings or inclement weather warnings.

Document Center – Staff can upload and manage documents in one central repository.

Image Library – Store all your photos and graphical images in one central location for access by all applicable staff.

Staff Directory – Manage staff names and contact information in one central repository, and easily display applicable staff members on various pages.

Business Directory – As an optional add-on, this feature lists information about businesses within your community by category; businesses can also submit their information on a form to be approved by your staff before publishing.

Embedded Videos & iFrames – Embed Vimeo or YouTube videos or iFrame in third-party partners on any page.

Dynamic Site Map – Sitemap configuration that search engines can easily consume.

RESIDENT ENGAGEMENT TOOLS

Unlimited Email Subscriptions/Notifications – Allow residents to subscribe and receive email alerts for new website posts that interest them.

SMS Subscriptions/Notifications – This add-on feature allows residents to subscribe and receive SMS text messages for new website posts they're interested in.

RSS Feeds – RSS feeds are available for department updates, news, and urgent alerts.

TOOLS FOR RESIDENTS TO DO BUSINESS ONLINE

Requests, Feedback, and Submissions from Residents via Web Forms – Our fully customizable web forms allow for a variety of resident interaction. Form submissions can be automatically routed to a specific person or department. Common uses cases of our custom web forms include:

- Service Requests
- Contact Us
- Surveys and Polling
- Applications
- Suggestions, Complaints, and Tips

Interactive Maps – Provide a graphical representation of location-specific information shown on a map.

Job Postings and Applicants – Staff can post job openings, allowing residents to browse available jobs online and apply through an online form submission.

Payments – Citizens can make payments online through CivicPlus Pay (add-on) or you can iFrame or link out to another third-party payment system.

CONVENIENT ACCESS FROM ANY DEVICE

Responsive Design / Mobile Support – Your website design will be built to automatically adjust and scale so that it works well on all devices regardless of screen size, including wide screen monitors, tablets, and mobile devices.



INTUITIVE & EASY TO USE

Intuitive CMS – Easiest website editing with only a few clicks that’s intuitive for even non-technical users.

Text and Image Editors – One WYSIWYG editor interface, similar to Microsoft Word, for all types of content, as well as an image editor to adjust focal points on photos.

Previewing – Edit pages to your liking before publishing to the live website.

Scheduling Options – Schedule content to automatically publish and unpublish on your site at a specific date and time.

Social Media Integrations – Quickly auto-post to Twitter and Facebook while you’re adding content, news, or alerts to your website. Conversely, we often use iFrames to display your Twitter and/or Facebook feeds right on your website page. Our web pages also come equipped with built-in YouTube video players.

Versioning – All previous versions of pages are saved online, allowing you to view or re-publish at any time.

Google Translate – Translate content on your site to multiple languages, utilizing Google Translate, for ease of use for all residents.

Easy to Use Forms Builder – Feature-rich webform builder available for simple and advanced tasks, that when submitted can be routed to the appropriate people.



Content Efficiencies – Create and manage content once and have it display multiple places.

Tags/Views – All files can be easily found through filters of tags on items such as documents and images.

GRANULAR PERMISSIONS TO MATCH YOUR PROCESSES

Roles & Permissions – User accounts are assigned a role, granting the users specific levels of permissions within the CMS.

Department Specific Permissions – Permissions can be set so individuals have access to edit their own department’s content (or multiple departments) without having to rely on an IT director or Administrator to make website changes for them.

Menu Manager – Department users can manage their own sub-menus, and advanced users control primary navigation and homepage components.

Private Page Permissions – Easily create private pages that are password protected with a log-in, for internal use.

Unlimited Users and Pages – Customers can add unlimited staff users and create unlimited pages to their website.

ADA COMPLIANCE

Start Compliant – The CivicPlus implementation team builds websites that are ADA WCAG 2.0 compliant.

Stay Compliant – Tools are built into the system to reduce the chances of violating ADA compliance guidelines, such as requiring an Alt Tag on photos that are uploaded. We offer our Monsido Web Governance program to provide a wide array of tools for maintaining the quality, ADA compliance, internal policy compliance, and optimal functionality of your site. And as a partner program, we can include AudioEye for automatic ADA remediation at a discounted rate.

Your CivicPlus Website Can Expand and Grow with Your Ever-Changing Needs

- Your new website will be built on the trusted Drupal platform.
- Full functionality is available with an unlimited number of uses to meet your needs now and in the future.
- Integration with CivicPlus product suites for many additional benefits. For example:
 - SSO, email notifications, text notifications (add-on), and a resident portal.
 - Access to add-on other integrated CivicPlus products such as service request, FOIA, social media archives, or mass emergency notification software.
- Free regular group trainings to continuously keep new staff trained.



Implementation

Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your new CivicPlus Municipal Websites Open. Your exact project timeline can vary based on the determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, adherence to approval deadlines, and other factors. Some of the phases listed here can overlap and occur concurrently.

Based on our experience, the estimated timeline for the successful completion of your website project is approximately 10-12 weeks. A finalized schedule will be compiled after we meet with you.

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN	3-4 Weeks	<ul style="list-style-type: none"> Website Assessment Website Design Meeting Project Manager Meeting
PHASE 2: DESIGN & BUILD	2 Weeks	<ul style="list-style-type: none"> Design Concept Creation & Approval (Ultimate designs) Website Setup, Configuration, and Customization
PHASE 3: MIGRATE CONTENT	1-2 Weeks	<ul style="list-style-type: none"> Content Finalization & Departmental Review Directory Pages/Staff Directory and Ordinances/Resolutions If purchased: Projects, Commercial/Industrial Properties, Business Directory,
PHASE 4: STAFF TRAINING	2-3 Weeks	<ul style="list-style-type: none"> Flexible staff training schedule allows attendance over an extended timeframe, even allows individuals to repeat a session at their direction
PHASE 5: TESTING	1 Week	<ul style="list-style-type: none"> Functional Testing Acceptance Testing
PHASE 6: GO LIVE	1 Week	<ul style="list-style-type: none"> Go Live

Approaching Your Project Implementation

Communication & Management

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed.



Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Tasks, deliverables, and milestones are aligned to deliver your website in an optimal timeframe

Cloud Coach utilization, combined with regular check-ins with your project manager, provides ample opportunities to review project progress quickly and efficiently.

Phased Approach

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN

Website Assessment	CivicPlus will analyze your current website(s) to assess the existing navigation, features/functions, and content quality.
Website Design Meeting	CivicPlus will conduct a design meeting with a customer- defined web advisory team. We recommend the advisory team be limited to a maximum of four members who will provide input regarding the overall design of the new website, including the site branding and high-level site navigation. The individual or team will review website version images provided by the designer. Deliverables: Website design specifications (graphic design, information)
Project Manager Meeting	CivicPlus assigns a qualified Project Manager to guide you through the Website Content build-out. They will assist you with determining the content to be migrated or developed. During your initial meeting they will discuss topics such as website menuing, domains & DNS, training approach, and a variety of other related website topics. Deliverables: Customer will develop an overall understanding of how the process will flow right through to Implementation.

PHASE 2: DESIGN & BUILD

<p>Design Concept Creation & Approval (Ultimate Designs)</p>	<p>CivicPlus will complete concepts for the homepage. These concepts will incorporate all the graphical elements and layouts. You will select a concept after a series of iterative design revisions—up to six mockup revisions. You will officially sign-off on the final website design selected once it meets your expectations.</p> <p>Deliverables: Design concepts, Finalized design (Adobe XD)</p>
<p>Website Setup, Configuration, & Customization</p>	<p>CivicPlus will create a fully functional website that includes the elements described in this proposal.</p> <p>CivicPlus will finalize the remaining components within the approved design and navigation as part of the website setup.</p> <p>Deliverables: Functional website setup, Content migration initiated</p>

PHASE 3: MIGRATE CONTENT

<p>Content Finalization & Departmental Review</p>	<p>CivicPlus will migrate all content for your staff to review and finalize before go-live. See the pricing section for the specific number of included pages.</p> <p>Deliverables: Content creation and migration, Homepage and Departmental content review</p>
<p>Directory Pages Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions</p>	<p>Depending upon website options selected and the volume of data CivicPlus may provide you with a custom Microsoft Excel template to complete to allow for auto-importing.</p> <p>Deliverables: Content creation and migration, Departmental content signoff</p>
<p>Agenda & Minutes Migration</p>	<p>The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.</p>

PHASE 4: STAFF TRAINING

Staff Training

Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend training sessions over 3–4-week period prior to going live. During this time, you have the option of repeating any session as desired. Our flexible scheduling of sessions will make it easier to fit training into your weekly schedule.

Deliverables: Online Training with a Qualified Instructor, Video Conference, Videos and User guides

PHASE 5: TESTING

Functional Testing

CivicPlus will perform a series of tests across multiple browsers and operating system versions to confirm site functionality and all features documented in this proposal.

Deliverables: Complete and Comprehensive Testing

Acceptance Testing

A standard webpage is defined as one that contains a title, body text, and up to five links, file attachments, or images. We will provide a custom quote if you require migration of more complex pages.

Deliverables: Site acceptance by customer

PHASE 6: GO LIVE

Go Live

We will work with you to make the appropriate Domain and DNS entry changes to initiate the process of making the new site available on the internet. Once the website is Live we will transition you to our Technical Support organization for the best post-implementation experience.

Deliverables: Final Website – Live!

M³ Integratable Meetings Management Migration & Server Configuration

Setting You Up for Immediate & Future Public Meetings Success

Systematically and accurately migrate up to five years of meetings PDF documents into your website's Meetings Directory (agendas, packets, minutes). The Meetings Directory, along with the website Calendar, is easy to manage and update within the CMS dashboard. It is also uniquely engineered to seamlessly integrate with the CivicPlus Agenda and Meeting Management solution which further integrates with our Codification solution. It is important to set this up properly on day one for optimal transparency, search, and as a foundation for future meetings management optimization.

Your Role During Implementation

A smooth, on-time deployment is dependent on the customer's participation, providing timely information and approving proofs quickly.

- The customer will make available relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort and create new content copy as needed.
- The customer will assign a single point of contact that will be responsible for coordinating the schedules of other project stakeholders.
- The customer will review any deliverables requiring formal approval within five business days and return all comments and issues at or before those five days have elapsed.
- The customer will assign one person who will act as the ultimate decision-maker in the case where consensus among the team cannot be reached.
- The customer must agree to the applicable terms of services for Google-related services such as Google Analytics and Google Maps to access those features. CivicPlus is not responsible for Google's decisions related to discontinuing services or changing current APIs.



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

AWARD-WINNING



CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

MAINTENANCE

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

Your new website will be hosted by CivicPlus in conjunction with a third-party managed solution, Acquia, a software as a service provider specializing in the Drupal Platform (acquia.com). Acquia Cloud is built on AWS infrastructure using a High Availability architecture across AWS Availability Zones. The CivicPlus platform is multi-tiered with its load balancers, application, database, and a file system each on separate tiers. Multi-tier infrastructure has resiliency, performance, scalability, and security advantages over a single-tier system. This will allow CivicPlus to maintain greater control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website will be protected by several yearly industry audit certifications. Your infrastructure will also be protected from downtime via horizontal and vertical scaling capabilities that can handle as much traffic as is needed at any time. Please reach out if you would like more information on our audit certifications, infrastructure methodologies, hardware specifications, or any other aspect of the hosting and security of your new website.

Project Costs

Features & Functionality

- CivicPlus Municipal Website
- Unlimited user licenses
- Unlimited staff page creation ability

Implementation

- Premium/Ultimate Design
- Up to 150 pages Content Migration
- Pre-scheduled weekly training sessions allow you to register and attend sessions to fit your schedule

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support
- Free monthly training webinars
- Access to the CivicPlus Help Center with click-through tutorials
- Dedicated customer success manager

M³ Integratable Meetings Management Migration & Server Configuration

- Migrate up to 5 years of meetings PDFs to Meetings Directory

	Premium Design	Ultimate Design
One-Time Implementation Fee	No Fee	No Fee
M ³ Integratable Meetings Management Migration & Server Configuration	\$1,000 One-Time	\$1,000 One-Time
Hosting & Support Annual Fee	\$4,510	\$5,170
	<p>20% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>AND</u> Codification</p>	
	<p>10% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>OR</u> Codification</p>	

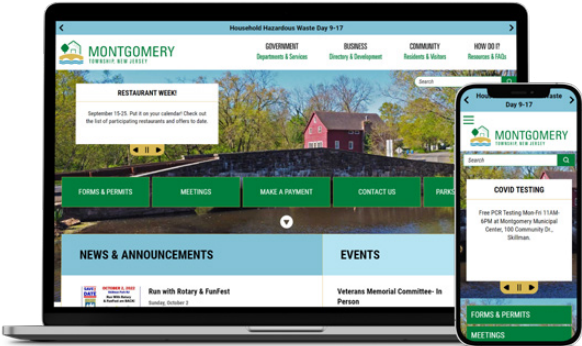
Optional Enhancements

Optional Items	Cost
Business Directory	\$825 / year
Projects Directory	\$385 / year
Properties Directory	\$385 / year
Parks Directory	\$385 / year
Bids and RFPs	\$220 / year
Specialty Subsites	\$1,650 / year
Website Redesign Every Fourth Year (Ultimate Package Only)	\$825 / year
Chatbot for Residents	\$2,750 / year
Text Messaging (up to 20,000 SMS texts included)	\$550 / year
CivicPlus Pay	\$3,000 one-time \$1,785 / year
Additional Pages of Content Migration (150 pages and 3 years of meetings are migrated as a part of the base price)	\$250 / 50 pages

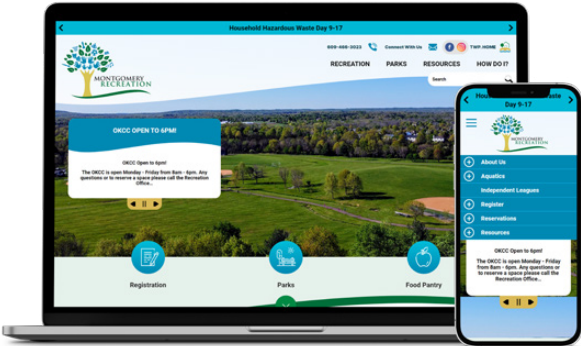
Specialty Subsite Graphic Designs

We also offer the option of having graphic designs for subsites that require specialized branding. These specialty subsites leverage your content management system and database, enabling the same functionality as your primary website with a unique look and feel.

Montgomery Township, New Jersey - Parks & Recreation Subsite



montgomerynj.gov



montgomerynj.gov/parksrec

Morganton, North Carolina - Parks & Recreation Subsite & Downtown Subsite



morgantonnc.gov



morgantonparksandrec.com/parksrec



downtownmorganton.com/main-street

Invoicing Details

- 100% of Year 1 costs upon contract signing.
- Annual recurring Services shall be invoiced on the start date of each Renewal Term.
- Annual Recurring Services shall be subject to a 5% annual increase beginning in Year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment schedule and terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available.

A formal, summarized Statement of Work that delineates your chosen project scope will be provided for your review and final signature.

If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

Additional Solutions & Services

Our Civic Experience Platform provides a bridge between citizens and governments for positive interactions. We offer the following solutions and services for our customers:

- Meetings and Agenda Management
- Codification (Municode)
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and CRM
- Process Automation and Digital Services
- Public Works
- Fire and Life Safety Inspections
- Planning, Permitting, Licensing, and Code Enforcement
- Web Governance and ADA Remediation (ADA Compliance, Quality Assurance, Internal Policy Compliance, Site Functionality Optimization)
- Social Media Archiving
- FOIA Management

Visit our [website](#) or reach out to your Account Executive for additional information, a schedule a demo, or to obtain a quote.

Website Examples

Explore the Website Features – <https://www.civicplus.com/municipal-websites/explore-the-features>

Premium Design

City of Dallas OR - <https://www.dallasor.gov/>

Bandera TX - <https://www.cityofbandera.org/>

Arkansas City KS - <https://www.arkcity.org/>

Morgan City UT - <https://morgancityut.org/>

Butner, NC - <https://www.butnernc.org/>

Hardwick, MA - <https://www.hardwick-ma.gov/>

Whitemarsh Township PA - <https://www.whitemarshauthority.org/>

Westwood KS - <https://www.westwoodks.org/>

Hughson CA - <https://www.cityofhughsonca.gov/>

Macon MO - <https://www.cityofmacon-mo.gov/>

Jupiter Inlet Colony FL - <https://www.jupiterinletcolony.org/>

Caswell Beach NC - <https://www.caswellbeach.org/>

West Pottsgrove Township PA - <https://www.westpottsgrove.org/>

Vermont GA - <https://www.townofgeorgia.com/>

Winnebago IL - <https://www.villageofwinnebago.com/>

Yakutat AK - <https://www.yakutatak.us/>

Murphy NC - <https://www.townofmurphync.com/>

Winnebago IL - <https://www.villageofwinnebago.com/>

Sutter Creek CA - <https://www.cityofsuttercreek.org/>

Iosco Township MI - <https://www.ioscotwp.com/>

Rolling Hills WY - <https://www.rollinghillswy.org/>

Ultimate Design

Cannon Falls MN - <https://www.cannonfallsmn.gov/>

Maypearl TX - <https://www.cityofmaypearl.org/>

- Lander WY - <https://www.landerwyoming.org/>
- Glen Rose TX - <https://www.glenrosetexas.org/>
- Brisbane CA - <https://www.brisbaneca.org/>
- Estacada OR - <https://www.cityofestacada.org/>
- Grand Rapids MN - <https://cityofgrandrapidsmn.com/>
- McMinnville OR - <https://www.mcminnvilleoregon.gov/>
- Shasta County CA - <https://www.shastacounty.gov/>
- Crosslake MN - <https://www.cityofcrosslake.org/>
- Kenai AK - <https://www.kenai.city/>
- Ketchum ID - <https://www.ketchumidaho.org/>
- Fairbanks AK - <https://www.fairbanksalaska.us/>
- North Topsail Beach, NC - <https://www.northtopsailbeachnc.gov/>
- Royal Palm Beach FL - <https://www.royalpalmbeach.com/>
- Wrangell AK - <https://www.wrangell.com/>
- Saxman AK - <https://www.cityofsaxman.com/>
- Hoschton GA - <https://www.cityofhoschton.net/>
- Hutchins TX - <https://www.cityofhutchins.org/>
- Mountain View CO - <https://www.tomv.org/>
- Albion NE - <https://www.albionne.com/>
- Albion NE EDC - <https://www.albionne.com/aedc>
- Waller TX - <https://www.wallertexas.com/>
- Howard Lake MN - <https://www.howard-lake.mn.us/>
- Lake Orion MI - <https://www.lakeorion.org/>
- Olathe CO - <https://www.townofolathe.org/>
- Dickinson ND - <https://www.dickinsongov.com/>
- Long Lake MN -- <https://www.longlakemn.gov/>
- Eaton CO - <https://www.eatonco.org/>
- Sparta WI - <https://www.spartawisconsin.org/>
- Bloomfield NM - <https://www.bloomfieldnm.gov/>
- Long Lake MN - <https://www.longlakemn.gov/>
- Dickinson ND - <https://www.dickinsongov.com/>

City of Everman, TX



Executive Summary

HELPING LOCAL GOVERNMENT INFORM, ENGAGE & PROTECT THEIR CITIZENS

Powering and Empowering Local Governments



12,000+

Customers Inspire our Solutions

100,000+

Administrative Users

340+ Million

Resident Users in the U.S. and Canada Alone



How We'll Help

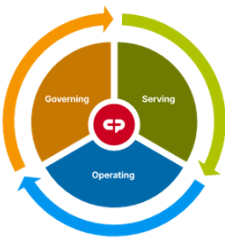
- Promote Transparency for Residents, Visitors, Businesses & Elected Officials
- A Research Based Design w/ Strong Internet Presence
- Strategic Partnership
- Sharing Nationwide Community Insight
- Beautiful UX/UI Navigation Experience for all users
- Encourage Municipal Economic Development
- Website Flexibility. Growing as the City Grows
- Multiple Calendars and Events
- Easily Handled by Small Staff
- Push out Email Alerts and Notices on the Website
- Create Consistent Information Across Social Media
- Schedule content updates, and schedule content removal
- ADA Compliant
- Multiple Software Options for other Departments
- Accessible on Any Device



The Civic Experience

One Vendor, Multiple Software Solutions





Our Passion – Industry Recognitions

Section 7, Item B.



AWARDED GOVTECH'S TOP 100 INNOVATOR LIST
9 YEARS IN A ROW 2016, 2017, 2018, 2019, 2020, 2021, 2022,
2023, 2024



2024 – 5 Stevie Awards Nominations

- Best Customer Satisfaction Strategy – Finalist
- Customer Service Training am of the Year – Finalist
- Customer Service Department f the Year –Finalist
- Best use of Technology in Customer Service – Finalist
- Best Achievement in Customer Experience - Finalist



**MOST PROMISING
PUBLIC
SECTOR
SOLUTIONS
PROVIDER
2022**

Awarded by
CIORevue

CENTER FOR DIGITAL GOVERNMENT



Purpose Built Website Design - Goals

1. Stunning Design

- A site that reflects the uniqueness and beauty of your community
- A site that fosters pride

2. Resident Self-Service Capabilities

- Industry-leading search functionality
- Email subscriptions
- Create content once, and post it to multiple locations

3. Easy to Use for Staff

- No Web Experience Needed - Easy for staff with varying levels of IT experience to make content-rich updates
- Time-Saving - integrations with core solutions
- Future Proof - As you grow and your priorities evolve, our solutions will scale with you to optimize efficiency, transparency, and resident engagement capabilities

Purpose Built Website Design - Features

Base Features

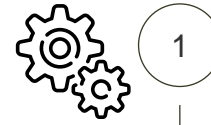
- Responsive Mobile Friendly Design
- Simple Page Editor
- Best-in-Class Search Engine
- Social Media Integration
- Web Page Categories - create a page once, have it show up in multiple places
- Department Microsites (sites-within-a-site)
- Rotating Banners and Headline Articles
- Photo Album Slideshows
- Google Maps Integration
- Resource/Document Center
- Image auto-scaling and resizing
- Site Metrics (Google Analytics)
- Scheduled Publish On/Off Dates
- Unlimited User Logins
- Unlimited Content
- Word-like WYSIWYG Editor
- Email Subscriptions
- Jobs Listings
- Private Pages
- Unlimited Online Fillable Forms
- Emergency Alerts
- Meeting Agendas/Minutes/Videos
- Event Calendar
- Page Versioning / Audit Trail
- Latest News / Press Releases
- Anti-Spam Controls
- Email Harvesting Protection
- Broken Link Finder
- Dynamic Sitemap
- Support for Windows, Mac, Linux
- Video Integration (YouTube, Vimeo, etc.)
- You own the rights to all data
- Organization/Staff Directory
- Frequently Asked Questions (FAQs)
- Ordinances and Resolutions
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer-Friendly Pages
- Bids and RFPs
- Projects Directory
- Parks and Trails Directory
- Property Directory (Commercial/Industrial)
- Business Directory
- SMS Text Notifications
- Specialty Sub-Site Graphic Designs
- Integrable CivicPlus Chatbot

Purpose Built Website Design - Differentiators

- **1) ADA Compliance (WCAG 2.1 AA)**
 - Style-Guide and HTML Structure
 - + Other Web Governance and Compliance Services Available If Desired on an On-going Basis
- **2) Drupal Open Source – Google Friendly**
 - As new versions are developed, Drupal is now designed to be backward compatible, making it quick, easy, and seamless to move to future versions.
 - CivicPlus is a strategic partner within the Drupal community that optimizes the benefits you get from the larger Drupal development community
- **3) Industry-Leading Search Capabilities**
- **4) Integration (Third-Party + Key CivicPlus Software Integrations)**
- **5) Easy Web Page Authoring**
- **6) Create Content Once – Multiple Locations**
- **7) Customer Service and Award-Winning Support**
 - You will be well-trained before going live via free, regularly-scheduled training that you can join as needed
 - 24/7 Help Center Access
 - Support Access by Phone and Email
 - Customer Success Manager Remains in Regular Touch with You Throughout the Life of Your Website

Approach & Project Timeline

14 – 18 Weeks



1

Initiate

PROJECT KICKOFF MEETING

Review deliverables, outline process, assign action items



2

Analyze

DESIGN & ARCHITECTURE

Discuss design preferences and vision



3

Site Implementation

IMPLEMENT DESIGN

Design is created, reviewed and approved in JPG format



4

Content Development

DEPARTMENT SPECIFIC MODULES AND CONTENT

Migrate webpages, documents, and files



5

Educate

USER TRAINING

CivicCMS will provide system training to empower users with the skills needed to maintain the website.



6

Launch

WEBSITE LAUNCH

The new website is scheduled to be made available to the public on the live domain name.



Now Let's Look at
how it Works

Premium Design (Templated)

- Template Design
- 15+ Modules
- Hosting & Security
- 150 Pages of Content Migration
- Live or Recorded Website Training

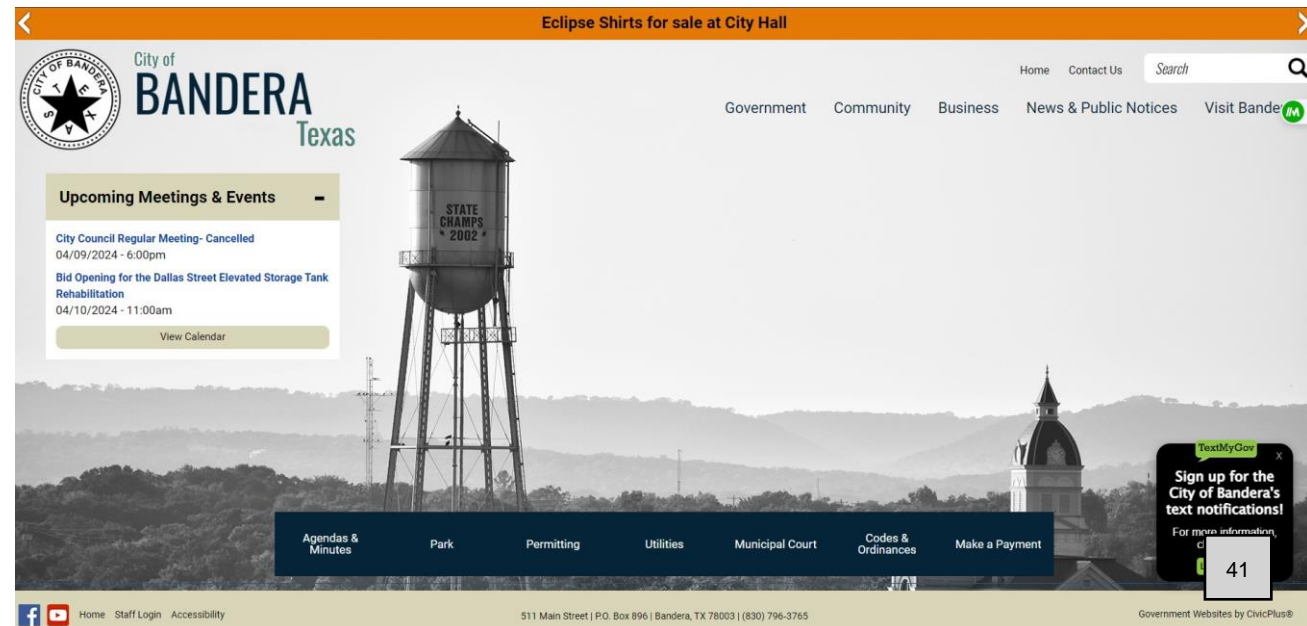
One-Time Development: \$1,000

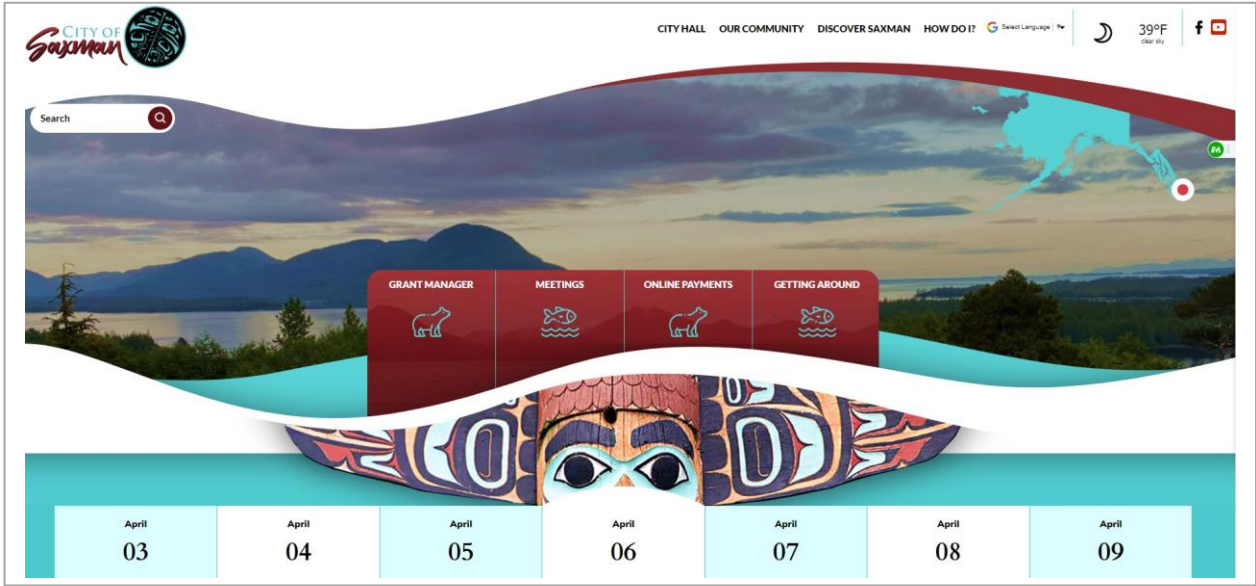
Annually: \$3,608*

*Includes 20% Discount for existing customer



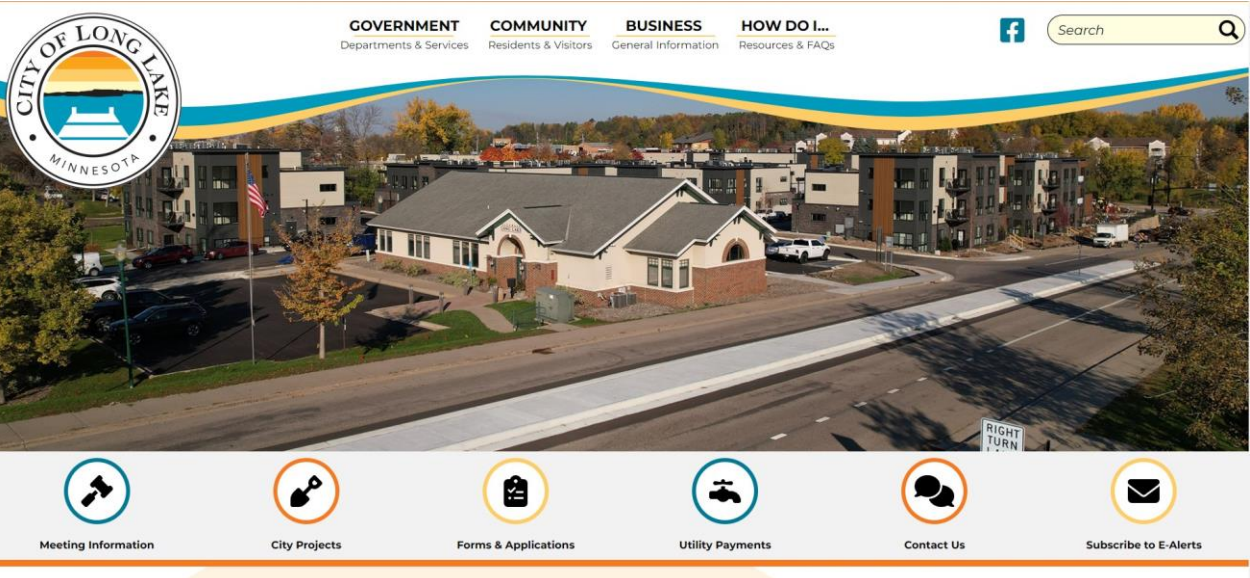
Section 7, Item B.





Ultimate Design (Custom)

- Custom Design
- 15+ Modules
- Hosting & Security
- 150 Pages of Content Migration
- Live or Recorded Website Training



One-Time Development: \$1,000

Annually: \$4,136*

*Includes 20% Discount for existing customer

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, 2025in 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, 2025If 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

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. 6th 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.

- 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:

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

**CITY OF EVERMAN, TEXAS
ORDINANCE NO. 823**

AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF EVERMAN, AS PREVIOUSLY AMENDED, AT ARTICLE 3 “ADMINISTRATION”, SECTION 3.2 “BOARD OF ADJUSTMENT” BY AMENDING SECTION 3.2.2 “MEMBERS; TERMS OF OFFICE”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of Everman and the governing body of the City of Everman, in compliance with the laws of the State of Texas, and the Ordinances of the City of Everman, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all persons interested, in the exercise of its legislative discretion the City Council has concluded that the Code of Ordinances of the City of Everman, as previously amended, should be further amended as set forth herein below.

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

SECTION 1. The Comprehensive Zoning Ordinance of the City of Everman, as heretofore amended, is hereby amended by amending Article 3, “Administration”, Section 3.2 “Board of Adjustment” at Section 3.2.2 “Members; Terms of Office” to read as follows:

“APPENDIX B – ZONING ORDINANCE

...

ARTICLE 3. – ADMINISTRATION

...

Sec. 3.2. – Board of adjustment

...

Section 3.2.2 Members; terms of office

...

- C. The members of the City Planning and Zoning Commission will serve as the members of the City Board of Adjustment. Each Board of Adjustment member shall serve a term which shall terminate on the two-year anniversary of such member’s appointment or the date upon which such member is removed from the City Planning and Zoning Commission, whichever is earlier. Members may be

appointed to and/or may serve multiple two-year terms. Members may be removed, with or without cause, by the City Council at any time.

- D. The Chairman and Vice-Chairman of the City Planning and Zoning Commission shall serve as the Chairman and Vice-Chairman, respectively, of the City Board of Adjustment.”

SECTION 2. All provisions of the Ordinances of the City of Everman, Texas in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. Should any article, paragraph, subdivision, clause or provision of this ordinance, or the Everman Municipal Code as hereby amended be adjudged or held invalid or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid or unconstitutional.

SECTION 4. This Ordinance shall take effect on September 1, 2023, from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ON THE ____ DAY OF _____ 2024.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney
4860-1932-1226, v. 1

**AN INTERLOCAL AGREEMENT Between
Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)**

TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the “Agreement”) is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- ✓ Provide for the organizational structure of the program.
- ✓ Provide staff for efficient operation of the program.
- ✓ Promote marketing of the TIPS Program.
- ✓ Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- ✓ Provide members with procedures for placing orders through TIPS PO System.
- ✓ Maintain filing system for Due Diligence Documentation.
- ✓ Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- ✓ Commit to participate in the program by an authorized signature on membership forms.
- ✓ Designate a Primary Contact and Secondary Contact for entity.

- ✓ Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- ✓ Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- ✓ Accept shipments of products ordered from Awarded Vendors.
- ✓ Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies. This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

Purchasing Cooperative Lead Agency:

Region 8 Education Service Center

Entity or District Name

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date

By: _____
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

Date

Public Entity Contact Information

Primary Purchasing Person Name

Fax Number

Street Address

Primary Person Email Address

City, State Zip

Secondary Person Name

Telephone Number

Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.

A RESOLUTION OF THE CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2024-10-01

A RESOLUTION OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH REGION 8 EDUCATION SERVICE CENTER FOR THE INTERLOCAL PURCHASING SYSTEM (“TIPS”) PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Everman, Texas, understands and supports cooperative purchasing programs that benefit the City’s best interest as allowed by the Texas Government Code section 791, *et. seq.*; and

WHEREAS, the City Council of the City of Everman, Texas, believes the establishment of a cooperative purchasing relationship with Region 8 Education Service Center through the Interlocal Purchasing System (“TIPS”) Program is in the best interest of the City.

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 Interlocal Agreement between Region 8 Education Service Center and the City of Everman for the City’s participation in the Interlocal Purchasing System (“TIPS”) Program, attached hereto and incorporated herein by this reference as Exhibit “A,” and authorizes the City Manager to execute the agreement in substantially the form of that attached.

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
4862-5544-3948, v. 1

EXHIBIT “A”
[Interlocal Agreement for TIPS]

4862-5544-3948, v. 1

CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2024-10-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS ADOPTING THE CITY OF EVERMAN COVERED APPLICATIONS AND PROHIBITED TECHNOLOGY POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 88th Texas Legislature passed Senate Bill 1893 which prohibits the use of covered applications such as Tik Tok on governmental entity devices and requires cities to adopt, by November 20, 2024, appropriate policies prohibiting installation or use of covered applications or prohibited technologies on applicable devices; and

WHEREAS, City staff has proposed a policy patterned on the model policy prepared by the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR); and

WHEREAS, the City Council has determined that the Covered Applications and Prohibited Technology Policy attached hereto as Exhibit "A" should be adopted;

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

SECTION 1. The City of Everman Covered Applications and Prohibited Technology Policy, attached hereto and incorporated herein by this reference as Exhibit "A," is hereby adopted by the City Council of the City of Everman.

SECTION 2. This resolution shall serve as an amendment adding the Covered Applications and Prohibited Technology Policy to (1) the City's City Council, Boards, Commissions, and Committees Rules and Procedures and (2) the City Personnel Manual.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED ON THIS THE ____ DAY OF OCTOBER 2024, BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS.

APPROVED:

Ray Richardson, Mayor

ATTEST:

APPROVED AS TO FORM:

Mindi Parks, City Secretary

Victoria Thomas, City Attorney

EXHIBIT A
City of Everman Covered Applications and Prohibited Technology Policy

4883-4107-9275, v. 1

CITY OF EVERMAN

Covered Applications and Prohibited Technology Policy

Date: _____, 2024

Version: 1.0

1.0 INTRODUCTION

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party’s ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor’s directive, the 88th Texas Legislature passed [Senate Bill 1893](#), which prohibits the use of covered applications on governmental entity devices.

As required by the Governor’s directive and Senate Bill 1893, this policy prohibits the installation or use of covered applications or prohibited technologies on applicable devices.

2.0 COVERED APPLICATIONS POLICY FOR CITY OF EVERMAN

2.1 SCOPE AND DEFINITIONS

Pursuant to Senate Bill 1893, this policy applies to all City of Everman full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All City of Everman employees are responsible for complying with this policy.

Under this policy, a covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

2.2 COVERED APPLICATIONS ON CITY OF EVERMAN-OWNED OR LEASED DEVICES

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all City of Everman-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The City of Everman will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a City of Everman-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a City of Everman-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

The City of Everman will manage all City-owned or leased mobile devices by implementing one or more of the security measures listed below:

- a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.
- b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
- d. Other City-implemented security measures.

2.3 ONGOING AND EMERGING TECHNOLOGY THREATS

To provide protection against ongoing and emerging technological threats to the State’s sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then the City of Everman will remove and prohibit the covered application.

The City of Everman may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

2.4 BRING YOUR OWN DEVICE POLICY

If the City of Everman has a “Bring Your Own Device” (BYOD) program, then the City of Everman may consider prohibiting the installation or operation of covered applications on employee-owned devices that are used to conduct government business.

2.5 COVERED APPLICATION EXCEPTIONS

The City of Everman may permit exceptions authorizing the installation and use of a covered application on City-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows the City of Everman to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If the City of Everman authorizes an exception allowing for the installation and use of a covered application, the City must use measures to mitigate the risks posed to the state during the application’s use including measures that the City deems appropriate for its own policy. The City of Everman must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

3.0 POLICY COMPLIANCE

The City of Everman will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

4.0 POLICY REVIEW

This policy will be reviewed annually and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR’s website, or to suit the needs of the City of Everman.
