

**CITY OF SEVEN POINTS  
MINUTES  
SEVEN POINTS CITY EMERGENCY COUNCIL MEETING  
JUNE 2, 2026, AT 3:15 PM  
SEVEN POINTS CITY HALL**

The City Council will hold an emergency council meeting pursuant to Section 551.045 of the Texas Government Code at 3:15 pm. The emergency meeting is necessary due to an unforeseeable situation/urgent public necessity: The City is unable to compensate employees and other vendors that provide necessary public life, health, and safety services that allow the City to operate due to the unforeseen resignation of the City Secretary on Friday, May 29, 2026. The City Secretary is listed as one of the required bank signers, and therefore, the City cannot pay employees or other vendors until the bank receives the approved Resolutions and minutes from June 1, 2026, and June 2, 2026, Emergency meetings.

1. The emergency council meeting of Seven Points City Council was called to order at 3:00 p.m. by Mayor Raymond Wennerstrom. Mayor Pro-Tem Valeri Bahm, Council Member Mary Wennerstrom, and Council Member LaJohnna Wells were present to make a quorum.
2. Mayor Raymond Wennerstrom gave the Invocation and led everyone in the Pledge of Allegiance to the Flag.
3. Approve minutes from the June 2, 2026, 3:00 Emergency meeting.  
A motion was made by Council Member Mary Wennerstrom, second (2<sup>nd</sup>) by Mayor Pro-Tem Valerie Bahm. The vote was three (3) for, zero (0) opposed. Motion carried.
4. Adjournment  
A motion was made by Council Member LaJohnna Wells, second(2<sup>nd</sup>) by Council Mayor Pro-Tem Valerie Bahm. The vote was three (3) for, zero (0) opposed. Motion carried.

**ATTEST:**

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Jennifer Thompson, Finance Clerk

**APPROVED:**

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Raymond Wennerstrom, Mayor

**SEVEN POINTS, TEXAS  
ORDINANCE NUMBER 388**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEVEN POINTS, TEXAS, AUTHORIZING BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2025-2026 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Texas Local Government Code § 102.010, "Changes in Budget for Municipal Purposes," allows a municipality to amend their budgets as deemed necessary for municipal purposes; and

**WHEREAS,** upon full consideration of the matter, the City Council authorizes and approves the budget amendments pertaining to the fiscal year 2025-2026 budget attached hereto as Exhibit "A" which, in their judgement, are warranted and in the best interest of the taxpayers of the City of Seven Points.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEVEN POINTS, TEXAS, THAT:**

**SECTION 1.** The City Council authorizes and approves the budget amendments pertaining to the fiscal year 2025-2026 budget attached hereto as Exhibit "A."

**SECTION 2.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

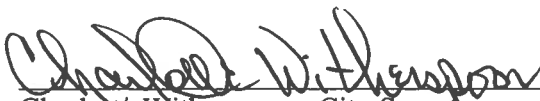
**IT IS ACCORDINGLY SO ORDAINED.**

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEVEN POINTS, TEXAS, ON THIS 28<sup>th</sup> DAY OF May, 2026.**

**APPROVED BY:**

  
\_\_\_\_\_  
Raymond Wennerstrom, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Charlotte Witherspoon, City Secretary  
(05-28-2026: 4913-0159-5056, v. 1)

**EXHIBIT "A"**  
**Budget Amendments**

4913-0159-5056, v. 1

08/22/25 Accrual Basis Income		Adopted Budget October 2025 through September 2026	Proposed Amendments
4000 - Revenues			
4010 - Sales Tax Revenue		646,955.00	
4020 - Fine Revenue		16,000.00	
4030 - Right of Way Fees			
4030-1 - IESI Trash Service		40,000.00	
4030-13 - CenturyLink		6,000.00	
4030-5 - Trinity Valley Electric		65,000.00	
4040 - Mixed Beverage Tax		25,715.00	
4070 - Miscellaneous Income			
20 - Background Check			
78 - Interest Income		1,310.00	
20 - Background Check - Other		635.00	
Total 20 - Background Check			
32-1 - portable buildings		400.00	
4070-10 - Lease/Rent Income		45,000.00	
4070-14 - Insurance Proceeds		50,000.00	
4070-19 - Permit Fees			
1 - Occupancy		1,750.00	
12 - Fireworks		2,305.00	
13 - Manufactured Home Permit		275.00	
14 - Culvert		2,000.00	
15 - Fence		500.00	
17 - Security Alarm		205.00	
19 - Garage Sale		205.00	
2 - Sign		505.00	
27 - Vendor		3,505.00	
3 - Building		35,005.00	
4 - Plumbing		505.00	
5 - Electrical		1,995.00	
6 - Back Ground Check		60.00	
7 - Beer & Wine		3,000.00	
8 - Mixed Drink		0.00	
Total 4070-19 - Permit Fees			
4070-31 - Demolition		805.00	
4070-4 - Police Officer Training (LEOSE)		1,500.00	
4070-8 - Pound Income		1,000.00	
4071 - Recreation Center		4,000.00	
Total 4000 - Revenues			
4005 - Ad Valorem Tax		270,000.00	For Roads only
4015 - Road Fund (Road Fund from sales tax starting 04/2024)		108,000.00	For Roads only
Total Income			
Gross Profit		1,334,135.00	

Note: One Time Insurance Pmt.

City of Seven Points		Adopted Budget & Loss Budget		Proposed Amendments	
		October 2025 through September 2026			
5120 - Office Expenses					
5120-1 - Office Expense-Admin					
22 - Office Supplies			4,500.00		
24 - Postage			1,500.00		
32 Employee Drug Tests			205.00		
Total 5120-1 - Office Expense-Admin					
5120-2 - Office Expense-Police					
101-1 - Firearms Training					
103 - Code Enforcement Supplies			395.00		
63 - Computer Supplies			2,000.00		
64 - Office Supplies			450.00		
65 - Form Printing			350.00		
68 - Postage			750.00		
81 - Drug Testing/evaluations			505.00		
Total 5120-2 - Office Expense-Police					
5120-4 - Office Expense-Court					
91 - Computer Supplies			600.00		
92 - Off. Supplies			600.00		
5120-4 - Office Expense-Court - Other			1,200.00		
Total 5120-4 - Office Expense-Court					
Total 5120 - Office Expenses	(-)	14,300.00			
Subtotal was added to off. Exp. move to PD Equipment Purchases/Equip Maint.					
5125 - Other Misc. Expenses					
37 - Contract Labor (Contract Labor)			20,000.00		
38 - Election Expense			3,000.00		
Total 5125-1 - Other Misc. Exp.-G.A.					
5125-2 - Other Misc. Police Exp					
44 Ammunition			2,650.00		
53 Impound Fees			600.00		
51 - Culverts Purchased***			20,000.00		From Roads Funds only
Total 5125-3 - Other Misc. Exp.-Maint					
5125-4 - Other Misc. Exp.-Court					
96 - Contract Labor			12,000.00		
5135 - Road Materials					
57 - Culvert***			0.00		From Roads Funds only
58 - Signs			4,000.00		From Roads Funds only
5135 - Road Materials - Other			354,000.00		From Roads Funds only
Total 5135 - Road Materials					
5140 - R&M -Building			28,020.00		
Total 5140 - R&M -Building					
5145 - Repairs & Maint-Equipment					
5145-1 - R & M Equipment			4,010.00		
5145-2 - R&M-Equip-Police			5,000.00		(+) 7150 (From Off. Exp.)
5145-3 - R&M Equip.-Maint.			5,000.00		
5145-5 - R&M Equip-Post Off			5,000.00		
Total 5145 - Repairs & Maint-Equipment					



002225 DEPARTMENT BUDGET		Adopted Budget & Loss Budget Proposed Amendments	
Account Basis	Expense	October 2025 through	September 2026
	5000 - Expenditures		
	5020 - Advertising (Advertising)		
	5020-2 - Advertising-Police	100.00	
	5034 - Computer Expense		
	5034-2 - Computer Exp.-Police	3,000.00	
	5035-4 - Contracts/Lease (Contracts & Leased equipment)		
	5035-2 - Contracts-Police	17,005.00	
	5040 - Dues and Subscriptions		
	5040-2 - Dues and Subs-Police	2,005.00	
	5060 - Equipment Purchases		
	5060-2 - Equipment Purchases-Police		Budget Amendment Rec. (+) \$7,150 from From Other General Office Exp - 5120 Or Highlighted Below
	5065 - Gasoline & Oil		
	5065-2 - Gasoline-Police	19,010.00	
	5080 - Insurance-Life/Dental		
	5080-2 - Insurance-Life-Police	4,030.00	
	5120 - Office Expenses		
	5120-2 - Office Expense-Police		
	103 - Code Enforcement Supplies	395.00	
	63 - Computer Supplies	2,000.00	
	64 - Office Supplies	450.00	
	65 - Form Printing	350.00	
	68 - Postage	750.00	
	81 - Drug Testing/evaluations	505.00	
	5125-2 - Other Misc. Police Exp		
	44 - Ammunition	2,650.00	
	53 - Impound Fees	600.00	
	5135 - Road Materials		
	5145 - Repairs & Maint-Equipment		
	5145-2 - R&M-Equip-Police		
	5155 - School Expenses	5,000.00	See highlighted above (+) \$7,150
	5155-2 - School & Books Exp.-Police	1,500.00	
	5200 - Uniforms		
	5200-2 - Uniforms-Police	4,000.00	
	Total Expense	63,350.00	Proposed Amendment 77,650.00

# LEASE EXTENSION AGREEMENT

This Lease Extension Agreement ("Extension") is made and entered into as of June 2, 2026 by and between Cedar Creek Self Storage, LLC ("Landlord") and Seven Points Police Department ("Tenant").

## **RECITALS**

WHEREAS, Landlord and Tenant entered into that certain Texas Commercial Lease Agreement dated April 3, 2025 (the "Original Lease"), for the premises designated as Suite D, located at 715 S. Seven Points Drive, Seven Points, TX 75143 (the "Leased Premises"); and

WHEREAS, the Initial Term of the Original Lease began April 7, 2025 and was set to expire October 31, 2025; and was extended on a month to month after this lease term ended.

WHEREAS, Landlord and Tenant desire to extend the term of the Original Lease for an additional six (6) months upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Extension of Lease Term**

The term of the Original Lease is hereby extended for a period of six (6) months, commencing June 1, 2026 and ending January 1, 2027 (the "Extension Term").

### **2. Rental Rate**

During the Extension Term, Tenant shall pay rent at the rate of \$2,000.00 per month, due on or before the first day of each calendar month, in the same manner and to the same address as provided in the Original Lease.

### **3. Terms and Conditions**

Except as expressly modified by this Extension, all terms, covenants, and conditions of the Original Lease shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between this Extension and the Original Lease, this Extension shall control.

**4. Further Renewal**

Following the Extension Term, Tenant may renew the Lease on a month-to-month basis by providing written notice to Landlord not less than thirty (30) days prior to the expiration of the Extension Term. Any such renewal shall be at a rental rate to be negotiated by the parties at that time.

**5. Authority**

Each party represents and warrants that the person executing this Extension on its behalf has full authority to do so and to bind such party to the terms hereof.

**6. Entire Agreement**

This Extension, together with the Original Lease, constitutes the entire agreement of the parties with respect to the Leased Premises and supersedes all prior negotiations, representations, or agreements. This Extension may not be amended except by a written instrument signed by both parties.

**7. Governing Law**

This Extension shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Lease Extension Agreement as of the date first written above.

**LANDLORD:**

---

Cedar Creek Self Storage, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Rod Hinze

**TENANT:**

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

---

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

Title: Seven Points Police Department

<b>ECONOMIC DEVELOPMENT CORPORATION OF SEVEN POINTS, INC</b>	
<b>EDC</b>	
<b>BUDGET</b>	
<b>OCT 2025 -SEPT 2026</b>	
Available funds	\$ 349,900.00
Projected Income	\$ 100,000.00
Seven Points Business Grants	\$ (286,185.00)
Seven Points Library Expenses	\$ (30,000.00)
Seven Points Library Emergency Cushion	\$ (12,000.00)
EDC Training	\$ (10,000.00)
Fireworks and Band	\$ (7,500.00)
Seven Points Gateway Monument Upkeep	\$ (1,000.00)
EDC Office Supplies	\$ (1,000.00)
EDC Lawyer Fees	\$ (1,000.00)
Seven Points Billboard Sign	\$ (600.00)
Quickbooks	\$ (400.00)
Memberships	\$ (215.00)

**ORDINANCE NO. 336**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEVEN POINTS, TEXAS TO AMEND CHAPTER 1, SECTION 14, A. 1., CITY COUNCIL MEETINGS; PROVIDE FOR REPEAL OF ORDINANCE NO. 301 IN CONFLICT; PROVIDE FOR A SEVERABILITY CLAUSE; PROVIDE FOR AN EFFECTIVE DATE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEVEN POINTS, TEXAS:

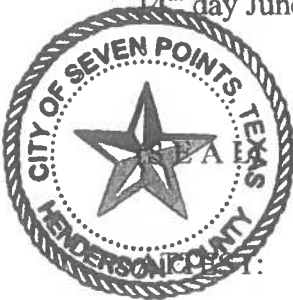
THAT CHAPTER 1, SECTION 14, A. 1., OF THE CODE OF ORDINANCES IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 14: CITY COUNCIL


1) COMPOSITION AND MEETINGS

The City Council shall be composed of a mayor and five (5) Councilmembers, all elected at large for two (2) year terms. The Mayor and two (2) Councilmembers shall be elected in even numbered years and three (3) Councilmembers shall be elected in odd numbered years. The City Council shall meet on the second Thursday of each month at 7:00 p.m. and may hold such additional meetings as may be necessary to transact city business. All meetings shall be held in accordance with the provisions of the Texas Open Meetings Act.

**PASSED AND APPROVED** by the City Council of the City of Seven Points, Texas this 14<sup>th</sup> day June, 2011.



APPROVED:

  
\_\_\_\_\_  
John J. Dobbs, Mayor

  
Shirley Kirksey, City Secretary

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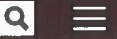
**PASSED AND APPROVED** by the City Council of the City of Seven Points, Texas this 14<sup>th</sup> day June, 2011.



APPROVED:

  
John J. Dobbs, Mayor

  
Shirley Kirksey, City Secretary



# Basic Code Enforcement

**COD300 – 36.00 Hours**

**Schedule** @

[↩ Back to calendar](#)

5  entries per page

Search:

	Dates	Location	Class	Price
<a href="#">Details</a>	06/08/26 – 06/12/26	San Angelo, TX	IS COD300 312	\$50.00
<a href="#">Details</a>	06/22/26 – 06/26/26	Mesquite, TX	IS COD300 302	\$550.00
<b>Address</b>		<b>Start Time</b>		
OSHA Training Institut Ed Cent		08:00 AM (CST) Monday, June 22, 2026		
15515 IH-20 @ Lumley Rd				
Mesquite, TX 75181				
<a href="#">Map It</a>				
<a href="#">Details</a>	07/20/26 – 07/24/26	Live Online Instructor-Led Training	IS COD300 309	\$550.00
<a href="#">Details</a>	07/27/26 – 07/31/26	San Antonio, TX	IS COD300 298	\$550.00
<a href="#">Details</a>	08/03/26 – 08/07/26	Sinton, TX	IS COD300 316	\$550.00

Showing 1 to 5 of 6 entries



This schedule is subject to change without notice. If you have not received confirmation of the class prior to the class start, please contact the division at (800) 723-3811 or (800) SAFE-811 or [itsi@teex.tamu.edu](mailto:itsi@teex.tamu.edu) to get the latest schedule.

## Course Description



The Basic Code Enforcement course provides training designed to prepare students for final proficiency testing through the Texas Department of Licensing and Regulation (TDLR). During the course, participants cover topics to include constitutional protections as well as authority granted by Texas law, procedural information surrounding the proper administration of local code compliance programs and best practice guidelines. Training covering a range of topics includes; housing, construction, property

maintenance, occupancy levels, and both electrical and fire safety. Zoning codes and proper signage regulations covering agricultural, residential and industrial zones are also included.

## Contact Information

Infrastructure Training & Safety Institute  
OSHA Training Institute Education Center  
Phone:  
Email: [itsi@teex.tamu.edu](mailto:itsi@teex.tamu.edu)

## Resources

[Texas Department of Licensing and Regulation \(TDLR\)](#)

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Accept

**IMPORTANT NOTE:**

This course meets Texas Commission on Law Enforcement (TCOLE) requirements for Course 3880 only for Face-to-Face classes. Currently, Live, Online Instructor-Led classes are NOT approved for TCOLE Credit.

**IMPORTANT NOTE:**

Beginning January 1, 2026, the TEEEX COD300 Basic Code Enforcement course will use a new manual that will be made available to all enrolled students.

If you took COD300 using the current materials, plan to take your exam prior to January 1 because the current test will be discontinued after December 31. As of January 1, the Texas Department of Licensing and Regulation (TDLR) will be administering new State Code Officer exams based on the updated manual.

**Prerequisites** 

There are no prerequisites for this course.

**Course Completion Requirements** 

Participants must provide information for all required fields, including their U.S. citizenship/permanent resident information, in addition to meeting all other attendance and course completion requirements. If this information is not provided, the participant will be considered incomplete and will not receive a certificate of completion.

**Participant Must Provide**

- a photo identification on the first day of class. See the [Participant Handbook](#) for approved forms of identification and additional guidelines.

**Attendance Requirements** 

Class attendance is an essential part of the education process and participants in TEEEX courses are expected to attend all class sessions and field exercises. This course requires participants to attend a minimum of 80% of the class hours as a component of successful course completion. During the course, your instructor will review any additional attendance requirements, for example a field exercise that cannot be missed

**Upon successful completion, you will be able to:** 

- Summarize fundamental elements of code enforcement.
- Describe basic legal processes.
- Apply basic zoning requirements.
- Present both viewpoints of the home-based business debate.
- Explain code enforcement regulations relating to junked and abandoned vehicles.

[Show More](#)[Show All](#)**Suggested Audience** 


This course is designed for personnel assigned to code enforcement operations to include city/county law enforcement personnel.

**Continuing Education And Professional Credits** 

Note: Live Online Instructor-Led (webinar) courses are not eligible for TCOLE credit.

- [Code Enforcement Officer II](#)
- [International Property Maintenance Code](#)

**Policies**[TEEX Policies](#)[TEEX Participant Handbook](#)[Conduct During Live Online Instructor-Led Courses](#)

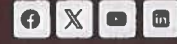
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THE CITY OF  
**SEVEN POINTS**



# GENERAL PERMIT APPLICATION

Property Address		District	Application Date
Start Date		Expected Completion Date	
<b>Type of Perm (Check all that apply)</b> <input type="checkbox"/> General Building Permit * <input type="checkbox"/> Electrical Permit (\$80.00) <input type="checkbox"/> Gas Permit (\$80.00) <input type="checkbox"/> Plumbing Permit (\$80.00) <input type="checkbox"/> HVAC Permit (\$80.00) <input type="checkbox"/> Gas Permit (\$80.00) <input type="checkbox"/> M H Permit***** <input type="checkbox"/> Demolition Permit (\$80.00) <input type="checkbox"/> Portable Bldg. Permit (\$80.00) <input type="checkbox"/> Vendor Permit*****		<input type="checkbox"/> New Residential Permit <input type="checkbox"/> New Commercial Permit (EAB # required) EAB # _____ <input type="checkbox"/> T-Pole Permit <input type="checkbox"/> Temp Utility Permit <input type="checkbox"/> Fence Permit***** <input type="checkbox"/> Culvert Permit <input type="checkbox"/> Garage Sale Permit <input type="checkbox"/> Alarm Permit (\$80.00) ** <input type="checkbox"/> Cert of Occupancy *** <input type="checkbox"/> Other:	
Texas Residential Construction Commission Permit #		Texas Department of Licensing and Regulation (Commercial) Permit #	
		<input type="checkbox"/> Sign Permit (Include a scale drawing of the sign with exact wording) \$75 Fee (Up to 64 sq ft unlighted) \$100 Fee (Additional fee for electrical) \$250 Fee (Larger than 64 sq ft and/or higher than 20 ft from ground level) - Special Use Permit and Engineering Certificate required plus additional \$60 inspection fee.  Square footage of Sign (_____) Height from Ground (_____)	
		COMPLETE PLANS AND/OR DRAWINGS REQUIRED	
* See Fee Schedule		*** \$120.00 Fee for Certificates of Occupancy unless new construction then \$80.00	
** Contact Person 1		Telephone 1	
** Contact Person 2		Telephone 2	
Business Name (if commercial)			
Owner			
Home Address			
City/State/Zip Code			
Business Address			
City/State/Zip Code			
Type of Business (If Commercial)			
Square Footage of Building			
Number of Parking Spaces			
Business Phone Number			
Emergency Phone Number			
***** MANUFACTURED HOME (install / removal) Permit \$125.00 Fee Installing <input type="checkbox"/> Removing <input type="checkbox"/> Installing <input type="checkbox"/> Removing <input type="checkbox"/> Size ____ X ____ Single <input type="checkbox"/> Double <input type="checkbox"/> Triple <input type="checkbox"/> Modular <input type="checkbox"/> Is this home New <input type="checkbox"/> or Used <input type="checkbox"/> - Pictures required for used homes (Include in application submission) Zoning on property <input type="checkbox"/> Size of Home (____ sq ft) # of Sections <input type="checkbox"/> <b>SKIRTING ON NEW MANUFACTURED HOMES MUST BE TOTALLY COMPLETED WITHIN 30 DAYS OF SETTING THE HOME.</b>			
***** FENCE PERMIT: Type of Fence: Chain Link <input type="checkbox"/> Wood <input type="checkbox"/> Vinyl <input type="checkbox"/> Other: _____ Height of Fence: _____ Privacy <input type="checkbox"/> Picket <input type="checkbox"/> Estimated value of fence (Materials and Labor) _____ <b>NO OPAQUE FENCING IN FRONT OF STRUCTURE, NO BARBED WIRE OR PEN WIRE FENCING ALLOWED, GATES ON POOL FENCING MUST BE SELF CLOSING AND SELF LATCHING AT ALL TIMES.</b>			
***** VENDOR /PEDDLER PERMIT: Garage Sale <input type="checkbox"/> \$5.00 MFU <input type="checkbox"/> \$225.00 Annually Date Inspected: _____ Food Handlers: Yes <input type="checkbox"/> No <input type="checkbox"/> Vendor Permit: Annual _____ (\$125.00) 6-Month _____ (\$85.00) 3-Month _____ (\$60.00) Monthly _____ (\$35.00) Weekly _____ (\$20.00) Weekend _____ (\$12.00) Daily _____ (\$7.00)			

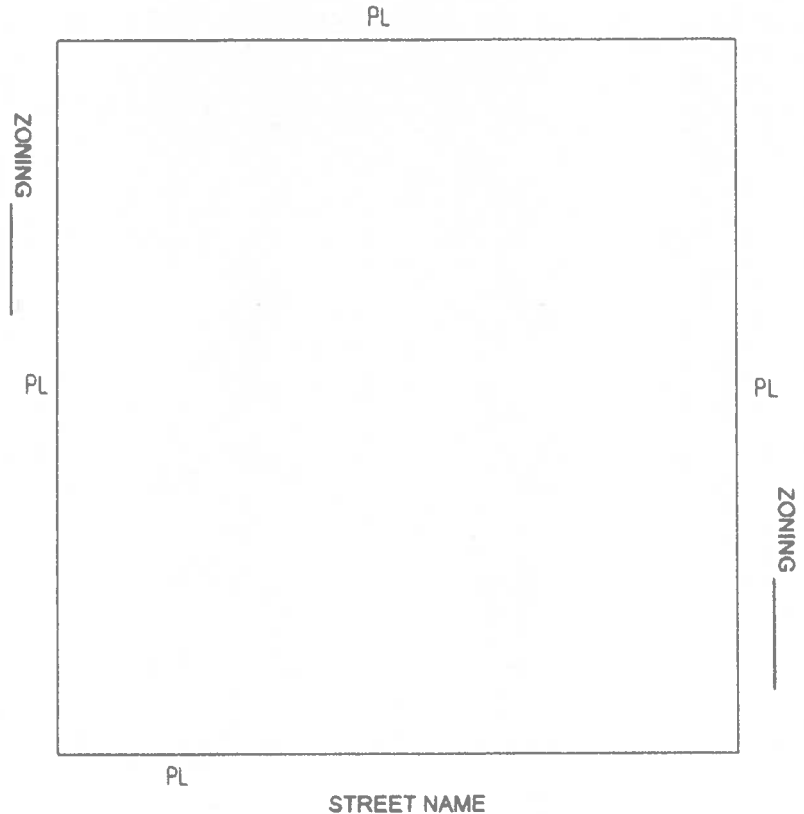


**LEGEND:**

NOTE: SOME ITEMS MAY NOT BE APPLICABLE FOR THE LOT SHOWN HEREON.

- W WATER METER & LATERAL
- S SANITARY SEWER LATERAL
- === SD STORM DRAIN PIPE
- CB CATCH BASIN
- PL PROPERTY LINE
- R/W RIGHT-OF-WAY
- GF GARAGE FINISH FLOOR
- FF FINISH FLOOR ELEVATION
- P PAD ELEVATION
- > DRAINAGE SWALE
- - - EASEMENT LINE (TYPE PER PLAN)
- - - PUBLIC UTILITY EASEMENT
- GATE
- BLOCK WALL
- TUBULAR STEEL FENCE
- RETAINING WALL
- - - YARD DRAIN LINE WITH INLET
- ⊠ AIR CONDITIONING UNIT
- ▶ STREET SIGNS
- FIRE HYDRANT
- ⊙ STREET LIGHT
- CONCRETE STOOP
- ⊠ CATV HANDHOLE
- ⊗ CATV PEDESTAL VAULT
- ⊠ ELECTRICAL TRANSFORMER
- ⊠ ELECTRICAL PULL BOX
- ELECTRICAL HANDHOLE

ZONING \_\_\_\_\_



**SITE PLAN**

Plot all improvements proposed for this permit, and all setbacks from property lines

**SCOPE OF WORK & COST (Include dimensions)**

- 1.
- 2.
- 3.
- 4.
- 5.

CITY P & Z Initials \_\_\_\_\_ DATE: \_\_\_\_\_

**OWNER:**

**NOTE:**

THIS PLAN IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING SETBACKS, DRAINAGE, AND OTHER SIMILAR DATA. ANY DEPICTION OF BOUNDARIES, BUILDING LOCATIONS, BUILDING SETBACKS, YARD SPACES, WALLS, DRAINAGE, UTILITIES, ETC. IS INTENDED AS A GENERAL GUIDE AND IS NOT INTENDED AS A TOPOGRAPHICAL PRESENTATION OF THE PROPERTY.

**LEGAL DECIPTION:**

REVISED:


ADDRESS:

\_\_\_\_\_

CITY OF SEVEN POINTS,  
COUNTY OF HENDERSON, TX

# CITY OF SEVEN POINTS – SCHEDULE OF FEES

Adopted 03/09/2023 Amended 02/08/2024

COMMERCIAL PERMIT FOR NEW CONSTRUCTION AND ADDITIONS					
Institutional	\$ 0.32 / Sq Ft	Restaurant	\$1.50 / Sq Ft	Shell Building	80% of Fee
Industrial	\$ 0.27 / Sq Ft	Medical	\$1.40 / Sq Ft	Tenant Finish	80% of Fee
Retail/Commercial	\$ 0.34 / Sq Ft	Apartments	\$ .040 / Sq Ft (Carports Not Included)		
GENERAL PERMITS BASED ON VALUE OF CONSTRUCTION					
To be used for accessory buildings, demolition, fire sprinkler systems, fire suppression systems, foundations, minor additions, minor alterations, minor repairs, retaining walls, roof, screening walls, sidewalks and all others that are not residential.					
\$0.00 to \$2000 = \$80.00		\$25,000 to \$50,000 = \$391.25 for the first \$25000.00 + \$10.10 for each additional \$1000.00 or part thereof			
\$2,000.01 to \$10,000.00 = \$100.00		\$50,000.01 TO \$100,000.00 = \$643.75 for the first \$50,000.00 + \$7.00 for each \$1000.00 or part thereof			
\$10,000.01 to \$25,000.00 = \$100.00 for the first \$10,000.00 + \$14.00.00 for each additional \$1000.00 or part thereof		\$100,000.01 or more = \$993.75 for the first \$100,000.00 + \$5.60 for each additional \$1000.00 or part thereof			
ADDITIONAL FEES IN CONJUNCTION WITH COMMERCIAL AND GENERAL PERMITS					
Plan Review	80% of the commercial and general permit fees		Electrical	\$100.00 + \$.03 per Sq Ft over 1500 Sq Ft	
Mechanical	\$100.00 + \$.03 per Sq Ft over 1500 Sq Ft		Plumbing	\$100.00 + \$.03 per Sq Ft over 1500 Sq Ft	
ADDITIONAL COMMERCIAL BUILDING PERMIT FEES					
\$80	Certificate of Occupancy				
\$35	Sign Investigation				
NEW RESIDENTIAL (Single Family Homes, Duplexes, Triplexes and Quadruplexes)					
	0 – 1500 Sq Ft	1,501 Sq Ft to 10,000 Sq Ft	Over 10,000 Sq Ft		
New Residential (Permit and Inspections)	\$925.00 / Unit	\$925.00 / Unit + \$.30 /Sq Ft over 1,500 Sq Ft	\$3475.00 / Unit + \$.10 / Sq Ft over 10,001 Sq Ft		
Plan Review	\$800.00	\$800.00	\$800.00		
Mechanical/Electrical/Plumbing	No Additional Charges		No Additional Charges		
RESIDENTIAL REMODEL (PERMIT, PLAN REVIEW and INSPECTIONS)					
Permit for remodeling whole house or additions	\$620.00 / unit	This permit covers building, electrical, mechanical, plumbing, roofing, foundation, etc			
Plan review for remodeling whole house or additions	\$496.00 / unit	This permit covers building, electrical, mechanical, plumbing, roofing, foundation, etc			
Permits for minor remodeling or repairs	\$155.00 / unit / trade	Building, electrical, mechanical, plumbing, roofing, foundation, and/or driveways			
Plan review for minor remodeling or repairs	80% of above fee	Building, electrical, mechanical, plumbing, roofing, foundation, and/or driveways			
ADDITIONAL RESIDENTIAL BUILDING PERMIT FEES					
\$80.00	Demolition (Except Manufactured Homes), Exterior Doors, Exterior Windows, Foundation, Patio Covers, Roof Repair/Replacement, Sidewalk (per lot), Miscellaneous Work and All Re-inspections (these fees have no plan reviews and inspections are done in-house)				
\$144.00	Carports and Accessory Buildings (Includes \$80.00 permit fee and \$64 Plan Review Fee (Add \$80 more for electric)				
\$80.00	Above ground Pools (Includes pool permit, plot plan review and inspection) Fence permit extra if fence must be installed				
MISCELLANEOUS FEES FOR ALL RESIDENTIAL AND COMMERCIAL PROJECTS					
\$80.00	Backflow Device, Construction Trailer, Drive Approach (per approach), Electric Service, Electric Temporary Pole, Fence, Gas Inspection. Tent, Moving a Building and Water Heater				
\$530.00	Solar Panels (Includes Permit Fee \$250.00, Plan Review \$200.00 and Electrical Permit \$80.00)				

ZONING APPLICATIONS		<5 Acres	5 - <20 Acres	20+ Acres
Zoning Change		\$300 + \$.20/acre	\$400 + \$.20/acre	\$500 + \$.20/acre
Planned Development		\$300 + \$.20/acre	\$500 + \$.20/acre	\$600 + \$.20/acre
Land Use Plan Amendments		\$300 + \$.20/acre	\$400 + \$.20/acre	\$500 + \$.20/acre
Site Plan		\$300	\$400	\$500
Code Amendments		\$250	\$250	\$250
Specific Use Permit		\$300 + \$20/acre		
Board of Adjustments		\$250/address		
Zoning Verification Letter		\$5/letter		
PLATTING APPLICATIONS		<5 Acres	5 - <20 Acres	20+ Acres
Preliminary Plat	Residential	\$150 + \$10 per lot	\$200 + \$10 per lot	\$300 + \$10 per lot
	Commercial	\$150 + \$10 per acre	\$200 + \$10 per acre	\$300 + \$10 per acre
Final Plat	Residential	\$200 + \$10 per lot	\$300 + \$10 per lot	\$400 + \$10 per lot
	Commercial	\$200 + \$10 per acre	\$300 + \$10 per acre	\$400 + \$10 per acre
Development Plat, Minor Plat & Vacating Plat		\$100 + \$10 per lot		
Replat		\$300 + \$10 per lot		
Amended Plat		\$150 + \$10 per lot		
Traffic Impact Analysis		\$1,000 (required under Sections 3.1(c)(3) and 3.1(f) of the Kaufman Subdivision Ord.		
Civil Construction Plans & Flood Study Review		Actual cost of the review by the City contracted engineering company		
Street name change after plat recording		\$200 plus cost of signage		
Subdivision name change after plat recording		\$500		
Subdivision Regulations waiver		\$250		
STAFF WORK REIMBURSEMENT				
EQUIPMENT		EQUIPMENT FEE	STAFF FEE	
Grass Mowing Tractor (Requires 1 staff member to operate)		\$75.00 / Hr min 2 Hrs	\$25/Hr Min 2 Hrs	
Caterpillar Tractor (Requires 1-2 staff members depending on job)		\$150.00/Hr min 2 Hrs	\$45.00/Hr/Emp Min 2 Hrs	
14' Utility Trailer (Requires 1 staff member and truck)		\$150.00/Hr min 2 Hrs	\$25.00/Hr Min 2 Hrs	
Physical Labor (In addition to the 16' Utility Trailer)		-	\$75.00/Hr Min 2 Hrs	
Dump Truck		\$75.00 / Hr min 2 Hrs	\$25.00 Min 2 Hrs	
Administrative and Filing Fees (Liens and other actions)				\$200.00
Interest on Liens Filed				See Texas Law

ESTIMATE



**Prepared For**

City Of Seven Points  
428 East Cedar Creek Parkway  
Seven Points, Tx 75143

**Integrity Services Of Texas**

720 S Seven Points Dr  
Seven Points, Tx 75143  
Phone: +6822341114\* 469-927-3386  
Email: IntegrityservicesofTx@gmail.com  
Web: integrityservicesoftx.com

Estimate # 778  
Date 05/18/2026  
Business / Tax # TACLA137818E

Description	Rate	Quantity	Total
relocate existing unit	\$3,000.00	2	\$6,000.00
relocate existing units (2) from old city hall to other city owned building installed materials and labor			
<b>Subtotal</b>			\$6,000.00
<b>Total</b>			<b>\$6,000.00</b>

Quality is our Standard

Regulated by The Texas Department of Licensing and Regulation  
P.O. Box 12157  
Austin, Texas 78711  
800-803-9202  
512-463-6599  
[www.tdlr.texas.gov/complaints](http://www.tdlr.texas.gov/complaints)

By signing this document, the customer agrees to the services and conditions outlined in this document. Integrity Services of Texas is not responsible for any water damage for any reason

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City Of Seven Points



# Proposal

## City of Seven Points

GforGov® Website

(May 14, 2026)

**Prepared for:**

Charlotte Witherspoon,  
City Secretary

**Prepared by:**

Todd Cave, Founding Partner  
COO & Chief Strategist



## Executive Summary: The 2026 Digital Standard

This proposal outlines the transition of the City of Seven Points to the **GforGov® Verified Framework**—a custom-engineered digital infrastructure built for security, forensic transparency, and AI-readiness.

### The Investment

To ensure the City's digital sovereignty and long-term compliance, GforGov® operates on a fixed-price, 3-year partnership model.

- **Option 1: The "Turnkey" Foundation — \$4,500 (Year 1)** *Custom-engineered build with "Easy as Gmail" internal staff controls.*
- **Option 2: The "Hands-Free" Management — \$5,000 (Year 1)** *The Recommended Path. Includes a dedicated **Strategic Concierge** to manage 100% of updates, compliance monitoring, and forensic archiving.*

### Verified Partnerships & Recent Deployments

GforGov® maintains an average municipal partnership of nearly **10 years**. Our framework is currently trusted by cities across Texas to manage their digital sovereignty, including:

- **City of Holliday, Texas:** (Recent Deployment)
  - <https://hollidaytx.gov>
- **City of Maypearl, Texas:** (Recent Deployment)
  - <https://cityofmaypearl.org>

## The Challenge: Overcoming Legacy Limitations

The City of Seven Points is currently operating with a digital interface that no longer serves the needs of its staff or its residents. We have identified several critical "Pain Points" that the City must address to protect its operational integrity:

- A. **Management Friction:** The current site is likely difficult to manage, leading to outdated information and administrative bottlenecks.
- B. **Compliance Risk:** The platform appears to lack the forensic-grade searchability required to meet modern **ADA (Title II)** and **DOJ transparency** mandates.
- C. **Technical Vulnerability:** A lack of hardened architecture leaves the City exposed to cybersecurity threats and "hero-dependent" support models.
- D. **Information Density Gap:** When documents are low in volume or difficult to find, it creates a transparency gap. True transparency requires records to be abundant and instantly accessible.
- E. **Operational Inefficiency:** A lack of self-service tools results in unnecessary phone calls and emails, diverting staff from core municipal duties.



## The Solution: The GforGov® Verified Framework

GforGov® serves as the **Strategic Digital Authority** for municipal governance. We provide the **Custom-Engineered Infrastructure Seven Points** needs to solve legacy problems permanently through **Active Intelligence**:

- **Custom Engineering vs. Templates:** Unlike "Big Box" vendors that rely on generic, restrictive templates, we design and engineer your infrastructure from the ground up. This allows us to deploy world-class features on the fly and pivot to meet new legislative or operational requirements in days rather than months.
- **The GSearch Advantage (Zero-Tagging):** Most search engines require staff to manually add metadata or "tags" to every file. GforGov® negates this. Because we forensically index the text within your documents, your records are searchable and **AI-Ready** the moment they are dropped into a Google Drive folder.
- **FOIA Mitigation via Public AI:** Residents can copy GSearch folder links directly into **Gemini** (or download them for **ChatGPT**) to perform instant summaries and "Deep Dives." This allows the public to answer their own complex questions without filing a formal Public Information Request.
- **Internal Staff Intelligence:** On the backend, City Hall staff can use the same native **Gemini integration** within Google Workspace to perform internal research. Whether finding a clause in a 20-year-old ordinance or summarizing budget reports, the AI does the heavy lifting.
- **The Result:** This dual-layer AI readiness deflects time-consuming inquiries and streamlines internal operations—providing the City with a world-class intelligence tool at no extra cost.



## Joining the GforGov® Registry: Automatic Validation

Because the GforGov® platform is custom-engineered to meet established industry benchmarks, the City of Seven Points will be officially issued five **GforGov® Technical Validation Tokens** upon launch. These are not merely icons; they are verified credentials displayed in the footer of every page, linking to the City's official entry in the **GforGov® Integrity Registry**.

### Category A: Hardened Security

- **GforGov® T-3 Security Token:** We replace traditional technical vulnerabilities with an integrated Enterprise Content Management System (CMS), Google Cloud, and Cloudflare environment, effectively reducing the City's website cyber-risk to near zero.

### Category B: Transparency (The Triple-Lock Standard)

- **GforGov® Digital Accessibility Token:** This confirms the website interface has been verified by our engineers to meet all federal WCAG 2.1 AA and DOJ Title II mandates.
- **GforGov® Public Record Integrity Token:** A verification that your digital archives are forensically searchable and indexed via **GSearch**.
- **GforGov® AI-Ready Infrastructure Token:** This validates that the City's public data is forensically structured and OCR-scanned. By hosting files in our Google-native environment, your data is "Machine Readable," ensuring the City is ready for the public to use tools like Gemini or ChatGPT to perform deep dives at **no extra cost to the City**.

### Category C: Information Intelligence

- **GforGov® Visual Data Token:** Earned through the deployment of interactive, GforGov®-engineered Financial, Election, and Permits pages, which is a standard feature.



## Category D: Fiscal Stewardship (E.O.S.)

- **GforGov® Efficient Operating Standard Token:** This token is exclusively issued to cities that choose our "Hands-Free" Management path, replacing the overhead of a new staff hire with our automated, professional **Strategic Concierge** services.

## The City of Seven Points Integrity Registry

Your new digital infrastructure includes a dedicated **Integrity Registry**—a public-facing "Trophy Case" anchored in the footer of every page.

- **Interactive Verification Tokens:** Each token links to a personalized **Validation Page** explaining the specific industry-accepted standards (DOJ, NIST, ADA) the City's infrastructure meets.
- **A Roadmap to Excellence (Verifiable & Optional):** Beyond current honors, the City will have access to the **GforGov® Standards Library**. This resource outlines "locked" milestones representing next-level municipal efficiencies.
- **City-Led Sovereignty:** The City remains in total control of this roadmap. You decide which additional steps to take and which levels of validation to pursue. No new token is ever "unlocked" or displayed on the public Registry until the City has met the standard and **explicitly requested its publication**

## The Operational Empowerment Roadmap

### Empowerment Over Upselling

Our mission is to provide Seven Points with a **roadmap to operational excellence** that extends **beyond the website**. We provide the "Scorecard" and instructions for the City to achieve higher milestones internally at no additional cost.

Examples include:

- **2-Step Verification:** Ensuring all city staff and elected officials who use city email on systems such as Microsoft 365 or Google Workspace have 2-step authentication set up to better secure city data.
- **Workflow Modernization:** When a significant number of paper and static PDF forms and applications have been converted into streamlined online forms to reduce the "paper-chase" at the front desk.
- **Native Tool Optimization:** When tools you already own (Microsoft365 or Google Workspace) are utilized for agenda creation therefore eliminating redundant third-party costs.
- **ADA Website Policies:** Adopting accessibility policies and publishing them on the website.
- **Disaster Preparedness:** Maximizing protection for city data and ensuring it is backed up daily and can be promptly restored.



## Why Choose GforGov®? (The Human-First Philosophy)

We solve the "Hard to Manage" pain point by rejecting the industry trend of AI bots and generic support tickets.

- **100% Human Support:** No phone trees or bots. When the City Secretary has a question, she has direct access to a partner who knows Seven Points and understands the nuances of Texas municipal operations.
- **The "Easy as Gmail" Editor:** For staff members who want to handle their own updates, our interface is designed for simplicity. If you can write a basic email in Gmail or Outlook, you already have the skills to manage your GforGov® site. No coding or "webmaster" training required.
- **Concierge Management:** We make the website work for you, not the other way around. We offer two paths to total peace of mind:
  - **The "Hands-Free" Path:** You simply email or text us the content you want changed, and our human specialists handle the execution and will get right on it.
  - **The "Hybrid" Path:** Your staff simply manages the desktop folders they use every day (via Google Drive for Desktop), and our system handles the website synchronization automatically.



## The GforGov® Efficiency Model

Unlike traditional corporate vendors burdened by expensive real estate and bloated labor models, GforGov® was designed from the ground up to be **agile and high-performance**.

- **Technology-First Operations:** We utilize the same AI and process automation tools we provide to our clients to manage our own internal operations. By eliminating unnecessary buildings and overhead, we focus 100% of our resources on product engineering and partner support.
- **Proven Longevity:** This lean model isn't just a philosophy—it's a proven method for municipal stability. **Our average municipal partnership lasts nearly 10 years.** This decade of consistency is forensic proof that our efficiency-first approach leads to more stable, reliable, and cost-effective service for our partners.
- **Direct Value Pass-Through:** Because we don't have a corporate board to satisfy or a skyscraper to pay for, we deliver custom-engineered, world-class solutions at a price point that "Big Box" firms cannot match.



## The GforGov® Strategic Solution

GforGov® offers two distinct investment paths designed to solve the City's specific management challenges while securing their status in the **National Technical Registrar**. Both paths are based on **3-year partnership agreements** to ensure the City's long-term digital sovereignty and accreditation.

- **Option 1: The "Turnkey" Foundation (\$4,500 Year 1):** Best for a city that wants a "Cadillac" build but prefers to handle day-to-day content updates internally. This path includes our **"Easy as Gmail" Editor**, ensuring any staff member can manage the site with zero coding knowledge.
- **Option 2: The "Hands-Free" Management (\$5,000 Year 1):** **Recommended** for maximum efficiency, this option includes a **"Strategic Concierge"** to handle all updates. This path automatically earns the **Category D: Fiscal Stewardship** token by utilizing City Staff in a more efficient manner—offloading technical tasks so they can focus on core municipal governance.

## Key Features & Benefits

- **Compliance & Search (The Triple-Lock):** Includes **GSearch Integration** specifically engineered to meet stringent ADA Title II and DOJ laws. This system ensures that all website content and uploaded files are logically indexed, ADA-compliant, and **AI-Ready** (Machine Readable) from day one.
- **Human-Centric Training:** We show your staff how to use tools they already own—like Microsoft 365 and Google Workspace—to create accessible documents, reducing legal risk and saving the City money on redundant software.
- **Permits & Applications Hub: Guided Document Access:** We replace the traditional "list of links" with a visual, step-by-step portal. By clicking on categorized "Submittal Boxes," residents are guided to exactly the forms they need. This eliminates the confusion of navigating dozens of unorganized PDFs and ensures the public understands the *process*, not just the paperwork.
- **Advanced Public Tools:** Dedicated sections for Agendas and Minutes, Election Processes, and a Financial Transparency hub featuring interactive charts and graphs to keep residents informed.



## Strategic Value

Both options incentivize a **Multi-Year Agreement**, which offers a **\$2,000 to \$3,000 Partnership Credit** on initial development. This commitment also secures a **complimentary website refresh** (new design and theme) upon renewal of a 3-year term, ensuring the City's digital "front door" never becomes obsolete.

### Continuous Modernization:

- As part of our multi-year commitment, Seven Points will receive the **Integrity Registry and AI-Readiness framework** as part of our 2026 standard deployment. This ensures that your City is not just catching up to the present, but is pre-configured for the future of municipal data management.



## Investment Options: Tailored to Your Needs

### Option 1: The "Turnkey" Foundation

- **Total Project Investment: \$4,500**
- **Annual Fee (Years 2+): \$2,000**

This is our "Cadillac" build, designed for the City that wants a top-tier site but prefers to handle their own day-to-day content updates.

Category	Standard 1-Year Investment	Multi-Year Investment (Recommended)
<b>Year 1 Total Investment</b>	<b>\$6,500</b>	<b>\$4,500 (You Save \$2,000!)</b>
Website Development	\$4,500	\$2,500
GSearch Integration Setup	-0-	-0-
GSearch Fee	-0-	-0-
Hosting & Support	\$2,000	\$2,000
<b>Annual Fee (Years 2+)</b>	<b>\$2,000</b>	<b>\$2,000</b>
Hosting & Support	\$2,000	\$2,000



## The Technical Sovereignty Guarantee

To ensure the City of Seven Points remains focused on governance rather than IT management, the GforGov® platform includes full-spectrum technical oversight. We assume 100% responsibility for the following "Digital Utilities":

- **Managed Sovereignty:** Oversight of full transition and technical management of the **Seven Points.gov** domain and DNS records.
- **Hardened Hosting:** Enterprise-grade security and hosting on our T-3 Stack, including the first full year of service (**\$2,250 value**).
- **The Triple-Lock Guarantee:** Ongoing maintenance of your GSearch/Google Drive integration to ensure your data remains ADA-compliant and AI-Ready for three (3) years.
- **Direct Partner Access:** Zero-latency human support. No tickets, no bots, and no phone trees—just direct access to the team that built your infrastructure.

## Option 2: The "Hands-Free" Management (Recommended) ★

- **Total Project Investment: \$5,000**
- **Annual Fee (Years 2+): \$3,500**

Option 2 functions as a **Strategic Concierge**, providing the expertise and capacity of a full-time employee without the associated overhead. This results in a **significant Return on Investment** by eliminating the need to recruit, train, and maintain specialized in-house technical staff.

Category	Standard 1-Year Investment	Multi-Year Investment (Recommended)
<b>Year 1 Total Investment</b>	<b>\$8,000</b>	<b>\$5,000 (You Save \$3,000!)</b>
Website Development	\$4,500	\$1,500
GSearch Integration Setup	-0-	-0-
GSearch Fee	-0-	-0-
Hosting & Support	\$2,000	\$2,000
Strategic Concierge (50 hrs)	\$1,500	\$1,500
<b>Annual Fee (Years 2+)</b>	<b>\$3,500</b>	<b>\$3,500</b>
Hosting & Support	\$2,000	\$2,000
Strategic Concierge (50 hrs)	\$1,500	\$1,500



## The "Strategic Concierge" ROI Comparison

This **comparison** shows the impact of **adding website duties** to an existing staff member's "multiple hats" versus the Option 2 Managed Service.

While your staff already wears many hats, **'Webmaster' shouldn't be one of them**. For **less than the cost of part-time help**, our **Option 2 Strategic Concierge** service ensures your team stays focused on their primary duties while we manage your digital 'front door'.

Metric	Existing Staff (Multi-Hat)	GforGov® Strategic Concierge
Direct Annual Fee	Hidden (Diverted Wages)	\$1,500
Staff Workload	<b>50+ Hours/Year</b>	0 Hours (Hands-Free)
Primary Job Impact	Distracts from Core Duties	Protects Core Duties
ADA Compliance Risk	Medium (Human Error)	Minimal (Professional Management)
Technical Training	Ongoing Requirement	Not Required



## Why Choose the Multi-Year Agreement?

- **Up to a \$3,000 Multi-Year Partnership Credit** on the development fee in exchange for a 3-year commitment. This locks in your pricing and ensures you have a "Strategic Concierge" handling your site.
- **Complimentary Website Refresh:** Receive a new homepage design and updated overall website theme (colors, fonts) upon renewal of the 3-year agreement.
- **Future-Proofing:** Ensures your website is always state-of-the-art and impeccably maintained, maximizing your digital impact without burdening internal resources.
- **Access to New Features:** Get the latest and greatest tools from GforGov® as soon as they are launched.

## Key Benefits:

- **Includes all features of Option 1.**
- **1st Year of Hosting & Support Included:** The investment for both Option 1 and Option 2 includes the first year of Hosting & Support + GSearch (**\$2,250 value**), starting from the time the new website is made live.
- **Our Strategic Concierge:** Think of Option 2 as adding a digital specialist to your team for a fraction of the cost of a new hire. While "Big Box" companies charge extra for every minor update or change, our "Hands-Free" management includes 50 hours of dedicated human labor to keep your site pristine, accurate, and compliant. (**\$1,500 value**)
- **Access to New Features:** Get the latest and greatest tools from GforGov® as soon as they are launched.



## Next Steps

The typical "Go-Live" timeline for this project is **60 to 90 days**, following a structured phase-gate process:

1. **Project Confirmation:** Confirm preferred service tier (Option 1 or 2).
2. **Master Agreement:** GforGov® sends the formal agreement and initial invoice for signature and processing.
3. **Design Kick-off & Discovery:** We begin the brand discovery phase to develop your custom homepage theme and navigation layout.
4. **Content Migration & Page Building:** - Development of the site architecture (menus and sub-pages).
  - Creating and formatting core page content (Department pages, Contact forms, History, etc.).
  - Note: All text formatting and page layouts are finalized during this stage to ensure the site is "Information Ready" before the technical heavy lifting begins.
5. **Technical Integration:** Once the site structure and content are stable, we coordinate the Google Drive "Hands-Free" folder integration and GSearch indexing setup.
6. **Staff Training & Launch:** Conduct training for city staff on ADA-compliant document creation and perform the final domain cutover to go live.



## Council Summary: Modernization, Compliance, and Intelligence

### City of Seven Points, TX | May 2026

#### 1. The Challenge: Legacy Risks & Hidden Costs

The City currently operates on a legacy platform that no longer meets federal standards or staff needs. This creates three primary risks:

- **Legal Liability:** Modern ADA (Title II) and DOJ mandates now require "forensic-grade" accessibility for all digital content, including PDFs. Failure to comply increases the City's legal exposure.
- **Operational Drag:** Staff are currently diverted from core duties to manage "administrative bottlenecks" and redundant phone calls/FOIA requests caused by a lack of self-service tools.
- **Technical Vulnerability:** Without a hardened, modern architecture, the City remains exposed to evolving cybersecurity threats.

#### 2. The Solution: A Triple-Lock on Transparency

GforGov® is a **National Technical Registrar**. We don't just build a website; we provide a verified infrastructure that turns your public data into a strategic asset through **Active Intelligence**:

- **Zero-Tagging Efficiency:** Our proprietary GSearch technology indexes the actual text within your documents automatically. Your staff drops a file into a folder, and it is instantly searchable and **AI-Ready**—no manual tagging required.
- **FOIA Mitigation via AI:** We provide a "self-answering library." Residents can use their own AI tools (like Gemini or ChatGPT) to perform deep-dives into city records via GSearch links, deflecting complex information requests away from City Hall.
- **Internal Staff Intelligence:** On the backend, staff can use native Gemini integration to summarize decades of ordinances or budget reports in seconds, turning hours of research into instant answers.

### 3. Economic Investment & Partnership

We propose a **3-year Partnership Agreement** designed to lock in pricing and ensure long-term digital sovereignty:

- **Recommended Option: The Hands-Free Management plan** (\$5,000 Year 1) is recommended to completely offload website maintenance from City Hall staff.
  - **Fiscal Stewardship:** This model eliminates the need to recruit or train specialized in-house IT staff, providing professional-grade management for a fraction of the cost of a new hire.
  - **Future-Proofed:** Includes a **complimentary website refresh** upon renewal, ensuring the City's digital "front door" never becomes obsolete.

#### Key Municipal Features

Investment Tier	Year 1 (Implementation & Setup)	Year 2+ (Annual Service & Support)
Option 1	\$4,500	\$2,000
Option 2	\$5,000	\$3,500

#### Implementation Timeline

- **Project Kickoff:** Immediate upon approval.
- **Design & Concept:** 30 Days.
- **Content Migration & Launch:** Total 90-day turnaround from graphic approval.

# CREATIVE RELIC

Web Design & Digital Solutions

## WEBSITE PROPOSAL

Prepared for the City of Seven Points, Texas

*Attn: Alexis Dear*

### **Ty Thompson, Managing Member**

**Creative Relic**

720 W Main | Gun Barrel City, TX 75156  
(903) 603-9558 | [info@creativerelic.com](mailto:info@creativerelic.com)

March 12, 2026

## UNDERSTANDING THE CITY'S NEEDS

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The City of Seven Points is seeking a modern website that is easy for staff to update, accessible to residents, and capable of supporting the city's ongoing communication needs. A government website should make it simple to publish council agendas, post public notices, and ensure residents can find current information without having to call city hall.

Municipal websites often become difficult to manage over time. When updates require contacting the original developer, routine tasks slow down. Agendas go unposted, announcements fall out of date, and residents lose confidence in the site as a reliable source. The current site at sevenpointstexas.com reflects this pattern.

We reviewed sevenpointstexas.com before preparing this proposal. What we found confirms the need for a full replacement rather than a patch.

### What the Current Site Is Missing

- News and announcements have not been updated since 2017
- Several navigation links are broken or point to the wrong pages
- Site images are stored on a third-party server the city does not control, putting that content at risk
- The site does not display correctly on phones or tablets
- The site does not meet ADA or WCAG accessibility standards required of government websites
- The content management system is difficult to use, which is why updates have not been made

The new site will correct all these issues. More importantly, it will be built so the city does not find itself in the same position five years from now.

## OUR APPROACH

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Creative Relic will design and build a completely new website for the City of Seven Points on the city's selected domain. The site will be built on Creative Relic Civic Core, our content management system developed specifically for municipal clients. It is designed around the work a city does every day.

City staff will be able to log in and manage content at any time without needing a developer. For anything the city prefers to hand off, our team handles it directly. Both options are included in the monthly service fee.

### What the New Site Delivers

#### Resident Access

Residents can find city information, forms, and announcements from any phone, tablet, or desktop.

#### Staff Independence

City staff can update pages, post announcements, and publish documents without contacting a developer.

#### Agenda & Minutes Management

Council meeting materials can be uploaded, published, and archived directly by city staff.

<b>Document Organization</b>	Forms, ordinances, permits, and meeting packets always remain organized and publicly accessible.
<b>ADA Compliance</b>	The site will meet ADA and WCAG accessibility standards required for government websites, built in from day one.
<b>Search Engine Visibility</b>	Residents searching for city information online will find it. Basic SEO is included in the build.
<b>Content Migration</b>	All existing content, documents, and pages will be migrated from the current site. Nothing is lost.
<b>Content Ownership</b>	The city retains full ownership of its website content and files. Creative Relic builds widely supported technologies, so the city is never locked in.

The site will be live within 60 days of a signed agreement.

## WHY CITIES CHOOSE CREATIVE RELIC

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Unlike large national vendors, Creative Relic provides direct access to the development team. When the city needs something updated, added, or fixed, you reach the people who built the site. There is no support ticket system, no call center, and no waiting in a queue.

Creative Relic has served clients since 2005. Over 20 years in business means the city is not taking a chance on a new vendor. We have built long-term relationships with clients because we show up consistently, not just at the start of a contract.

### What Sets Us Apart

<b>Direct Support</b>	You communicate directly with the team responsible for your website. Phone and email, no intermediaries.
<b>Local Partnership</b>	Creative Relic is based in Gun Barrel City, Texas. We are invested in East Texas communities and bring local accountability to this work.
<b>Flexible Development</b>	The website can grow with the city's needs. There are no page limits and no platform restrictions that cap what can be built.
<b>Proven Longevity</b>	Twenty years in business. The city is not taking a chance on a vendor that might not be around next year.
<b>Predictable Costs</b>	One setup fee. One monthly rate. No surprise invoices for routine updates or support.

City government deserves a web presence that works, looks professional, and holds up over time. That is what we build, and that is what the City of Seven Points will have.

## INVESTMENT

All pricing is inclusive. Hosting, updates, support, and maintenance are covered under the monthly service fee. There are no additional charges for routine updates or support requests.

Service	Amount
<b>One-Time Setup Fee</b> Custom design and development, content migration, ADA compliance, SEO setup, and new domain launch	<b>\$1,250</b>
<b>Monthly Service Fee (18-Month Initial Term)</b> Secure hosting, automatic backups, maintenance, content updates, direct support, and accessibility compliance	<b>\$300 / mo</b>
<b>Monthly Service Fee (After the Initial Term)</b> Same full service on a flexible month-to-month basis	<b>\$300 / mo</b>

## IMPLEMENTATION TIMELINE

The new site will be live within 60 days of the signed agreement.

Timeframe	Work
<b>Weeks 1 and 2</b>	Project kickoff, collect city assets, establish site structure and page list
<b>Weeks 2 through 4</b>	Website design and mockups delivered for city review and approval
<b>Weeks 4 through 6</b>	Development, content migration, ADA compliance, and device testing
<b>Week 7</b>	City staff review, revisions, and final approval
<b>Week 8</b>	Site goes live on the city's selected domain
<b>Ongoing</b>	Hosting, updates, support, and maintenance

## NEXT STEPS

We are ready to move forward. To get started, we will prepare a service agreement for the city's review and execution. We are available to meet with city staff or council, walk through the Creative Relic Civic Core platform, or answer any questions before a decision is made.

Thank you for considering Creative Relic. We are committed to this project and look forward to the opportunity to serve the City of Seven Points.

### Ty Thompson, Managing Member

Creative Relic | 720 W Main, Gun Barrel City, TX 75156  
(903) 603-9558 | info@creativerelic.com

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE  
IN THE CITY OF SEVEN POINTS, TEXAS**

**AUGUST 20, 2011**

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE  
IN THE CITY OF SEVEN POINTS, TEXAS**

**STATE OF TEXAS**

**COUNTY OF HENDERSON**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of August 20, 2011, by and between IESI TX Corporation, a Texas Corporation (the "Service Provider"), and the City of Seven Points, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste (as defined herein) within the City's corporate limits.

**RECITALS:**

WHEREAS, the City and Nature Calls, Inc. ("Nature Calls") entered into an agreement for the disposal of Solid Waste within the City, according to the terms outlined in a letter addressed to Debbie Mosley, City of Seven Points, dated April 12, 2007 (the "Original Agreement");

WHEREAS, Nature Calls, with the City's approval, subsequently assigned the Original Agreement to the Service Provider; and

WHEREAS, the parties desire to amend, extend, and restate the Original Agreement as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bulky Item** - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

**Bundles** - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

**Business Day** - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Hand Collect Unit** - A small Commercial Unit which generates no more than one (1) cubic yard of Municipal Solid Waste per week.

**Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

**Construction and Demolition Waste** - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

**Container** - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Handicapped Residential Unit** - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Service Provider.

**Holidays** - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

**Industrial Unit** - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

**Landfill** - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Multi-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

**Municipal Solid Waste** - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

**Roll-Off** - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

**Roll-Out** - A Container with ninety-five (95) gallons of capacity.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes recyclable materials.

**White Good** - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

## **SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right

from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages.

### **SECTION 3. OPERATIONS.**

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, the title to all Municipal Solid Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

### **SECTION 4. SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL HAND COLLECT UNIT COLLECTIONS.**

A. Single-Family Residential and Commercial Hand Collect Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential and Commercial Hand Collect Units once per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit or Commercial Hand Collect Unit no later than 7:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs provided by the Service Provider. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential Unit or Commercial Hand Collect Units to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.A. hereto.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs; provided, that the Service Provider receives prior written notice

from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

**SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units once or twice per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

**SECTION 6. SPECIAL COLLECTIONS AND SERVICES.**

A. Municipal Locations. The Service Provider will provide, at no cost to the City, the following Containers to collect Municipal Solid Waste at City owned or operated facilities (the number of Containers are indicated in parenthesis):

- (2) – Roll-Outs
- (2) – 2 Yard Containers
- (2) – 3 Yard Containers
- (2) – 4 Yard Containers
- (2) – 6 Yard Containers
- (2) – 8 Yard Containers

B. City Clean-Up Events. Twice per year the Service Provider will provide, at no cost to the City, six (6) thirty-yard Roll-Offs for each of the City's two (2) clean-up events with one (1) haul per Roll-Off for each event. Hauls in excess of the six (6) provided at no cost to each of the City's two (2) clean-up events shall be charged at that rates contained in Section 9.D. hereof.

**SECTION 7. BULKY ITEMS AND BUNDLES.**

It is understood and agreed that the service provided under Sections 4 and 5 does not include the collection of Bulky Items and Bundles, Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an

individual basis with the owner or occupant of a Commercial, Industrial or Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

**SECTION 8. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

**SECTION 9. RATES AND FEES.**

The rates and fees in this Section 9 do not include any applicable taxes, but do show the rates to be charged with and without any applicable Residential Franchise Fee and Commercial Franchise Fee, as defined herein. Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential and Commercial Hand Collect Unit Services. For the Services provided to Single-Family Residential and Commercial Hand Collect Units under Section 4.A. hereof, the Service Provider shall charge (i) a base rate of \$8.78 per month for each Single-Family Residential Unit or Commercial Hand Collect Unit utilizing one Roll-Out (rate with Residential Franchise Fee is \$10.10), plus (ii) a base rate of \$4.95 per month for each additional Roll-Out utilized by such Single-Family Residential Unit or Commercial Hand Collect Unit (rate with Residential Franchise Fee is \$5.69). These rates apply to all Single-Family Residential and Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

Container Size	1 Collection Per Week (Base Rate)	1 Collection Per Week (Rate With Commercial Franchise Fee)	2 Collections Per Week (Base Rate)	2 Collections Per Week (Rate With Commercial Franchise Fee)
2 Yards	\$29.99	\$34.49	\$52.82	\$60.74
3 Yards	\$49.22	\$56.60	\$88.73	\$102.04
4 Yards	\$64.76	\$74.47	\$105.61	\$121.45
6 Yards	\$93.98	\$108.08	\$147.68	\$169.83
8 Yards	\$105.61	\$121.45	\$156.48	\$179.95

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge an additional fee per collection per Container as follows:

Container Size	Each Additional Collection (Base Rate)	Each Additional Collection (Rate With Commercial Franchise Fee)
2 Yard, 3 Yard & 4 Yard	\$35.00	\$40.25
6 Yard & 8 Yard	\$55.00	\$63.25

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7 and 11 hereto, the Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.C.

D. City Roll-Off Services. For the Roll-Off services provided to the City in addition to or in excess of those provided for at no cost in Section 6.B. hereof, the Service Provider shall bill the City \$495.00 per haul for each thirty-yard Roll-Off hauled.

**SECTION 10. RATE ADJUSTMENT.**

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the Dallas-Fort Worth region, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such

rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. Fuel Surcharge. The Service Provider shall add a fuel surcharge to all the rates herein for any calendar quarter in which the average price of diesel fuel during the preceding thirteen (13) weeks exceeded \$4.25 per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information:  
[http://www.eia.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://www.eia.gov/oog/info/wohdp/diesel_detail_report_combined.asp).

The average price of diesel fuel for each calendar quarter (each, a "Average Quarterly Price") shall be the average of the weekly fuel prices published for each week during the thirteen (13) weeks immediately preceding such calendar quarter.

The fuel surcharge for any calendar quarter (each, a "Fuel Surcharge") shall be calculated in accordance with the schedule below. In the event the Average Quarterly Price is greater than the Base Price, a Fuel Surcharge shall be added to all rates herein. Each Fuel Surcharge shall be effective during the calendar quarter immediately following the thirteen (13) weeks for which such Fuel Surcharge was determined. The beginning dates for the calendar quarters used in this Agreement shall be January 1, April 1, July 1, and October 1. Any applicable Fuel Surcharge

shall be billed to all Commercial, Industrial and Residential Units in accordance with Section 15.A. and 15.B. hereof. Notwithstanding anything to the contrary contained herein, the Commercial and Residential Franchise Fee shall not apply to the Fuel Surcharge.

Average Quarterly Price		Fuel Surcharge per Single-Family Residential Unit per Month	Per Yard Fuel Surcharge for Commercial, Industrial and Multi-Family Residential Unit Containers**
Fuel Price Per Gallon Lower Limit	Fuel Price Per Gallon Upper Limit		
\$ 4.26	\$ 4.50	\$ 0.25	\$ 0.05
\$ 4.51	\$ 5.00	\$ 0.50	\$ 0.10
\$ 5.01	\$ 5.50	\$ 0.75	\$ 0.15
\$ 5.51	\$ 6.00	\$ 1.00	\$ 0.20
\$ 6.01	\$ 6.50	\$ 1.25	\$ 0.25
\$ 6.51	\$ 7.00	\$ 1.50	\$ 0.30

\*\*The formula for calculating the Fuel Surcharge for each Commercial, Industrial and Multi-Family Residential Unit Container shall be as follows:

$$4.33(\text{weeks/per month}) \times \text{Size of Container} \times \# \text{ of Container collections per week} \times \text{applicable Fuel Surcharge}$$

**Example:**

Assume that a January 1 a Commercial Unit has one (1) 6-yard Container that will be emptied twice per week during the month and that the Average Quarterly Price of diesel fuel for the preceding calendar quarter was \$4.33.

$$\text{Fuel Surcharge on January 1} = 4.33 \times 6 \times 2 \times .05 = \$2.60$$

**SECTION 11. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Bulky Items, Bundles, Construction and Demolition Waste, Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Bulky Items, Bundles, Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

**SECTION 12. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on August 20, 2011 and concluding on August 19, 2016. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then

applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

### **SECTION 13. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

### **SECTION 14. ENFORCEMENT.**

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

### **SECTION 15. PROCESSING, BILLING AND FEES.**

A. Commercial, Industrial and Multi-Family Residential Unit Billings. On a monthly basis, the Service Provider shall bill and collect (i) the rates and fees charged under Section 9.B. hereto from all Commercial, Industrial and Multi-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Multi-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial Billing"), plus (ii) an amount equal to fifteen percent (15%) of the Commercial Billing (the "Commercial Franchise Fee"), plus (iii) any applicable Fuel Surcharge (clauses (i) – (iii) collectively referred to as the "Commercial Monthly Statement"). Such Commercial Monthly Statement shall be sent out on or around the 1<sup>st</sup> of the month prior to the month in which such billed service is to begin, commencing on September 1, 2011.

B. Single-Family Residential Unit Billings. On a quarterly basis, the Service Provider shall bill and collect (i) the rates and fees charged under Section 9.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Billing"), plus (ii) an

amount equal to fifteen percent (15%) of the Residential Billing (the "Residential Franchise Fee"), plus (iii) any applicable Fuel Surcharge (clauses (i) – (iii) collectively referred to as the "Residential Monthly Statement"). Such Residential Monthly Statement shall be sent out on or around the 1<sup>st</sup> of the month prior to the month in which such billed service is to begin for that calendar quarter, commencing on September 1, 2011. The calendar quarter start dates shall be January 1, April 1, July 1 and October 1.

C. Taxes. In addition to the amounts billed and collected by the Service Provider under Section 15.A. and 15.B., the Service Provider shall also be responsible for billing, collecting and remitting any and all sales, use and service taxes assessed or payable in connection with the Services.

D. Unpaid Rates/Fees. The Service Provider reserves the right to suspend services to any Commercial, Industrial, or Residential Unit who refuses to pay for the Services.

E. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers.

F. Franchise Fee. On a quarterly basis, the Service Provider shall remit to the City a payment equal to (i) all Commercial Franchise Fees collected by the Service Provider from the billing of the three (3) Commercial Monthly Statements for the immediately preceding calendar quarter, plus (ii) all Residential Franchise Fees collected by the Service Provider from the billing of the Residential Monthly Statement for the immediately preceding calendar quarter (clauses (i) and (ii) collectively referred to as the "City Franchise Fee"). The City Franchise Fee shall be remitted to the City on or before the 30<sup>th</sup> day of the month following the close of the immediately preceding calendar quarter commencing on or before October 30, 2011. The calendar quarter start dates shall be January 1, April 1, July 1, and October 1.

## **SECTION 16. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for

these additional Services as provided for in Section 9.B. hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the Service Provider is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

**SECTION 18. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

**SECTION 19. CUSTOMER SERVICE.**

The Service Provider shall field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste. The Service Provider shall give prompt and courteous attention to any inquiries and complaints and shall make reasonable efforts to resolve such inquiries and complaints.

**SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

**SECTION 21. VEHICLES AND EQUIPMENT.**

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

**SECTION 22. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

**SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

**SECTION 24. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$500,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$500,000 per person; \$1,000,000 per occurrence
(6) Automobile Property Damage Liability	\$500,000 per occurrence
(7) Excess Umbrella Liability	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

**SECTION 25. INDEMNITY.**

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

**SECTION 26. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent

reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 27. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

**SECTION 28. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 29. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

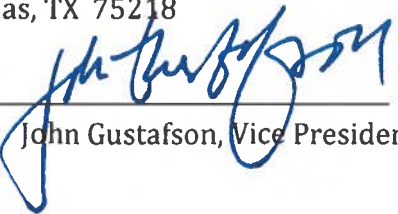
**SECTION 30. ATTORNEYS' FEES.**

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

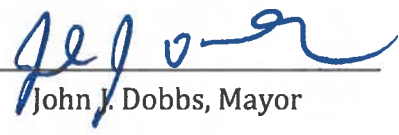
**SECTION 31. ACCEPTANCE.**

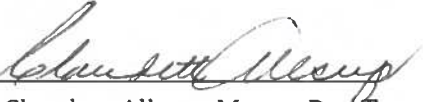
PASSED AND APPROVED BY THE CITY OF SEVEN POINTS COMMISSION MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

IESI TX CORPORATION  
12150 Garland Rd.  
Dallas, TX 75218

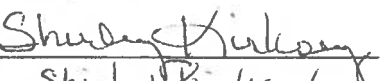
By:   
John Gustafson, Vice President

CITY OF SEVEN POINTS, TEXAS  
P.O. Box 43233  
Seven Points, TX 75143

By:   
John J. Dobbs, Mayor

By:   
Claudett Allsup, Mayor Pro Tem

ATTEST:

By:   
Name: Shirley Kirksey  
Title: City Secretary

