

ORDINANCE NO. 22-11-08

AN ORDINANCE AMENDING ORDINANCE NO. 99-04-13-A, EXTENDING THE GRANTING TO THE MEDINA ELECTRIC COOPERATIVE, INC. OF A FRANCHISE FOR THE OPERATION OF LINES AND FOR THE SALE OF ELECTRIC LIGHTS AND POWER WITHIN CERTAIN AREAS OF THE CITY OF DILLEY, TEXAS: PROVIDING THE FEES TO BE PAID TO THE CITY BY THE GRANTEE, AND REQUIRING THE WRITTEN ACCEPTANCE OF THE FRANCHISE BY THE MEDINA ELECTRIC COOPERATIVE, INC., PROVIDING A SEVERABILITY CLAUSE; AND ORDAINING OTHER PROVISIONS OF THE SUBJECT MATTER HEREOF

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

SECTION L GRANT OF FRANCHISE

The City of Dilley, Texas, (hereinafter called city), hereby grants to Medina Electric, Cooperative, Inc., its successors and assigns (hereinafter called grantee), the right, privilege and franchise until December 30, 2032 to construct, install, maintain, repair, operate and remove in the present and future streets, alleys, public areas and ways of the City of Dilley, Texas, as the limits of said city now exist and as they may hereafter be extended, electric light and power lines with all necessary or desirable appurtenances, including underground conduits, poles, towers, wires, transmission lines and private use communication lines, for the purpose of continuing to furnish electric energy to any dwelling, structure, apparatus or point of delivery to which grantee was delivering electric energy on the date such area was incorporated by the City of Dilley, Texas and provided that this franchise

and the rights and privileges granted hereby are as follows:

- (A) Grantee is authorized to continue to furnish electric energy to any dwelling, structure, apparatus or point of delivery to which grantee was delivering electric energy on the date of such incorporation, and if any person desires electric energy in any such area for any dwelling, structure, apparatus or point of delivery which was not being served by the Grantee on the date the area became incorporated and to which central station service is not available from the City of Dilley, Texas, or a public utility corporation, Grantee may thereafter furnish electric energy to such dwelling, structure, apparatus or point of delivery.

SECTION II. LOCATION OF POLES, TOWERS, ETC.

Poles and towers shall be so located and erected as not to unreasonably interfere with traffic over streets and alleys. The City Council may make and impose reasonable requirements fixing the location of poles, towers and conduits, provided that no requirement shall be unreasonably burdensome upon the Grantee and/or unreasonably interfere with the proper operation of the facilities involved.

SECTION II. (A):

In the event the City of Dilley, Texas extends its corporate territory into Medina Electric Cooperative, Inc.'s service area and it requires relocating of Medina Electric Cooperative, Inc.'s facilities, the City of Dilley, Texas will be responsible for only those costs associated with moving Medina Electric Cooperative, Inc. facilities located on private property, if not on private property such costs will be

borne by Medina Electric Cooperative. Inc.

SECTION III. ADDITIONAL REGULATIONS AUTHORIZED

The services furnished hereunder and to be rendered hereunder shall in all respects be reasonable and prudent both in installation and in regular service to the customer served, and further, shall be subject to such legal and reasonable rule and regulations that Grantor may make and deem necessary from time to time.

Grantee may require reasonable security for the payment of its bill.

SECTION IV. HOLD HARMLESS AGREEMENT

Grantee shall hold the City of Dilley, Texas harmless from all expenses or liability for any act or negligence of the grantee hereunder. Likewise, the City of Dilley, Texas shall hold Medina Electric Cooperative, Inc. harmless from all expenses or liability for any act or negligence of the City of Dilley, Texas.

SECTION V. FRANCHISE FEE

The Grantee will pay quarterly to the City of Dilley, Texas for the use of its streets, alleys, and public ways in the conduct of its business, an amount which shall not in the aggregate exceed the equivalent of four per cent (4%) of the gross receipts of such utility within the City of Dilley, Texas derived from the sale of electrical energy, as authorized by the laws of the State of Texas, or any such sum in excess of four per cent (4%) as aforesaid, as may be authorized by any amendment to existing laws of the State of Texas. Nothing herein shall prevent the City and Grantee from negotiating for and entering into a contract or agreement for a sum

in excess of said four per cent (4%), and in the event the Grantee should agree to pay to any other municipality which it serves a greater percentage than the equivalent of four percent (4%) of its said gross receipts, Grantee will automatically thereafter pay to the City of Dilley, Texas the same percentage of its gross receipts within the City of Dilley, Texas derived from the sale of electric energy.

SECTION VI. ACCEPTANCE BY GRANTEE

The Grantee shall file its written acceptance of this ordinance within 30 days after its final passage and approval.

SECTION VII. FRANCHISE NOT EXCLUSIVE

Nothing herein shall prevent the City from granting like or similar privileges to any person, firm or corporation.

SECTION VIII. SEPARABILITY

Should any portion or part of this ordinance be held for any reason invalid or unenforceable, the same should not be construed to affect any other valid portion hereof, but all valid portions shall remain in full force and effect.

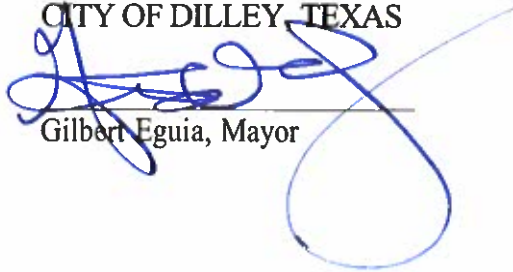
SECTION IX. TRANSFERABILITY

This franchise shall not be assigned in whole or in part by grantee without the prior written approval and consent of the City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DILLEY, TEXAS, at a regular meeting called and held in the City of Dilley, City Hall on this the 8th, day of November, 2022, held in accordance with the provisions of Chapter 551 of the Texas Government Code.

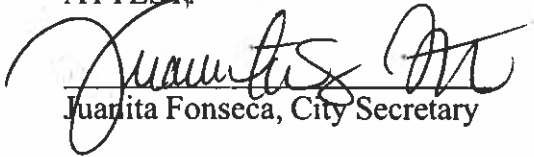
Signed this the 8TH, day of November, 2022.

CITY OF DILLEY, TEXAS



Gilbert Eguia, Mayor

ATTEST:



Juanita Fonseca, City Secretary

Signed this the ____ day of November, 2022.

MEDINA ELECTIC COOPERATIVE, INC

Accepted by: _____

_____, General Manager