



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, June 06, 2023 at 6:30 PM

213 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. FY 2024 Budget Working Meeting Calendar

B. 2023 Updated Fee Schedule

C. Request for Submissions from firms of certified public accountants to perform the City's annual audit, issue opinions on related financial statements, and to prepare its annual comprehensive financial report (ACFR) based on the audit.

D. Interlocal Cooperation Agreement Establishing Concurrent Enforcement Jurisdiction Between The City Of Everman And The City Of Fort Worth

8. CONSIDERATION AND POSSIBLE ACTION

A. Consideration and Appointment of Members to the Community Safety Advisory Committee (CSAC)

B. Approve the allocation of up to \$150,000 of Water & Sewer funds for the completion of the 48th Year CDBG Project – Waterline Replacement and Upgrade Project on S. Race Street

C. Resolution #2023-06-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR COMMUNICATIONS CENTER AND EMERGENCY DISPATCH SERVICES WITH THE CITY OF BLUE MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

D. Resolution #2023-06-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL AGREEMENT FOR ADMINISTRATIVE COSTS FUNDING FOR SECTION 5310 PROGRAM BETWEEN THE FORT WORTH TRANSPORTATION AUTHORITY AND THE CITY OF EVERMAN, TEXAS FOR FISCAL YEAR 2023; RATIFYING OPERATION THEREUNDER AS OF OCTOBER 1, 2022; AND PROVIDING AN EFFECTIVE DATE.

E. Resolution #2023-06-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS IN SUPPORT OF ESTABLISHING A PUBLIC-PRIVATE PARTNERSHIP

WITH TARRANT AREA FOOD BANK TO INCREASE ACCESS TO FOOD THROUGH RETAIL HOME DELIVERY AND EMERGENCY FOOD ASSISTANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TARRANT AREA FOOD BANK; AND PROVIDING AN EFFECTIVE DATE.

9. EXECUTIVE SESSION

- A. Section 551.071 - Potential Agreements affecting the Everman Public Library

10. CITY MANAGERS REPORT

- A. BCBS National Fitness Campaign - Fitness Court
- B. Celebrate America Festival - 2023
- C. Mobile Food Truck Park
- D. City Hall Office Space Expansion

11. MAYOR'S REPORT

12. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday June 2, 2023.

/s/ Mindi Parks
City Secretary

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

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

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

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

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

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

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



City of Everman

FY 2024 Budget Workshop Meeting Calendar

- June 29, 2023** 6:00 PM Community Budget Planning Meeting
Civic Center
- July 11, 2023** 6:30 PM Special Council Meeting
Civic Center
- July 18, 2023** 5:00 PM Budget Workshop: Payroll and Benefits,
Water & Sewer Fund and Special Revenue Expenditures
6:30 PM Regular Council Meeting
Civic Center
- July 21, 2023** 1:00 PM Budget Workshop: General Fund Expenditures
Civic Center
- August 1, 2023** 5:00 PM Budget Workshop: Proposed Tax Rates and Revenues
6:30 PM Regular Council Meeting
Civic Center
- August 8, 2023** Distribute Proposed Budget Book
- August 15, 2023** 6:30 PM Public Hearing/Regular Council Meeting: Tax Rates and Proposed Budget
(Adoption and Ordinance)
Civic Center

Exhibit "A"

FEEES FOR LICENSES, INSPECTIONS, PERMITS, PLATTING, ZONING, ETC.

All persons, firms, or corporations applying for licenses, permits, platting, zoning or other city services, activities or uses that by their nature require the applicant to pay a fee incident to such application, shall be required to pay the following fees:

ADMINISTRATIVE

Administrative Fees	
Certificate of Occupancy – Residential	\$25.00
Certificate of Occupancy – Commercial	\$200.00
Returned Check	\$34.00
Copies (per page)	State Fee Chart
Re-inspection fee due to failure	\$35.00

Mowing and/or Cleaning Property	
Administrative Fee (plus legal and/or filing fees)	\$100.00
Tractor/Mower with Operator	\$65.00/hour – Each
Loader with Operator	\$90.00/hour – Each
Dump Truck with Operator	\$65.00/hour – Each
Hand Mower/Weed Eater with Operator	\$45.00/hour – Each
Extra Personnel/Laborer	\$20.00/hour – Each
Contractor Cleaning/Mowing	Actual Cost plus \$100.00 Administrative Fee

WATER UTILITY

Water Department	
Water Deposit – Residential Owner	\$75.00
Water Deposit – Residential Renter	\$150.00
Water Deposit – Commercial	\$200.00
Water Late Charges	10% of the amount currently owed
Hydrant Meter Deposit	\$1,500.00
Hydrant Meter Service Fee	\$50.00 + Usage
Water Reconnection Fee (After Involuntary Shutoff)	\$50.00
Move of City Utility or Add Vault	Actual Cost
Water Transfer Fee	\$15.00

PLANNING & DEVELOPMENT SERVICES

Building Codes, Permits, & Inspections	
<p>Commercial Building permit fees charged, including Multi-Family, for: New Construction, Additions, Alterations, Remodels, & Repairs of a building, shall be based on the declared valuation of the proposed work. The declared valuation shall include the fair market value of the proposed improvements, including the architectural, structural, electrical, plumbing, mechanical work, paving, parking, drive approach, and the contractor's profit with Table 1.</p> <p>Residential permit fees charged the value of \$75.00 per square foot of area shall be used to determine the valuation for the purpose of computing permit fees in accordance with Table 1 for the following permits: Detached Garages, Permanent Storage/Accessory Buildings (over 320 sq. ft.) and Retaining Walls.</p> <p>For one- and two-family residential dwellings only, the square feet shall be used for: New Construction, Additions, Alterations, Garage Conversions, Remodel & Repairs only for the purposes of computing permit fees in accordance with Table 2.</p> <p>The Building Official may require the applicant to verify the declared value and/or square feet. The building permit fee shall be calculated based upon figures from Table 1 and/or Table 2.</p>	
Table 1 – Building Permit Fee – Based on Proposed Project Valuation	
\$0 and up to \$2,000	\$65.36
More than \$2,000 and up to \$25,000	\$65.36 for the first \$2,000 plus \$13.13 for each additional \$1,000, or fraction thereof, to and including \$25,000.
More than \$25,000 and up to \$50,000	\$367.24 for the first \$25,000 plus \$9.45 for each additional \$1,000, or fraction thereof, to and including \$50,000
More than \$50,000 and up to \$100,000	\$603.49 for the first \$50,000 plus \$6.56 for each additional \$1,000, or fraction thereof, to and including \$100,000
More than \$100,000 and up to \$500,000	\$931.61 for the first \$100,000 plus \$5.25 for each additional \$1,000, or fraction thereof, to and including \$500,000
More than \$500,000 and up to \$1,000,000	\$3,031.61 for the first \$500,000 plus \$4.46 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
More than \$1,000,000	\$5,262.86 for the first \$1,000,000 plus \$2.89 for each additional \$1,000 or fraction thereof
Table 2 – Residential Building Permit Fee – Based on Square Feet	
0 – 1,200 sq. ft.	0.80 cents per square foot
1,201 – 2,000 sq. ft.	0.64 cents per square foot
2,001 sq. ft. and up	0.53 cents per square foot
Plan Review Fees	
<p>*A non-refundable plan review fee shall be assessed to all Commercial and Multi-Family Building (three or more dwelling units in a building, Single, and Two-Family Residential building permit applications at the time of submittal. A building permit application is not considered received until the</p>	

plan review fee has been paid. The non-refundable plan review fee shall be assessed at 35% of the building permit fee.

Commercial Construction	
After-Hours Inspections (Note: Minimum 2 hours)	\$150.00
Each Additional Hour	\$75.00
Minimum 30-minute increments	\$37.50
Addition, Alteration, Remodel, & Repairs*	Based on Valuation – Table 1
Fence, Commercial Lot, Privacy or Security	\$50.00
Fence, Commercial Lot, Screening for Outside Storage	\$50.00
Fence Perimeter Screening Fence	\$100.00 – Plus \$5.00 per lot
Fence, Swimming Pool Barrier	\$25.00
Foundation Repair*	Based on Valuation – Table 1
New Constructions*	Based on Valuation – Table 1
Parking Lots – (Note: No charge if issued with project building permit)*	Based on Valuation – Table 1
Public/Semi-Public Swimming Pools or Spa*	Based on Valuation – Table 1
Reroof*	Based on Valuation – Table 1
Retaining Wall	Based on Valuation – Table 1
Revisions to issued Permits	\$50.00 per hour
Sidewalk, Curb, Drive Approach – (Note: No charge if issued with project building permit)	\$75.00
Work Without Permit – This is an addition to the permit fee charged	Equal to the amount of the permit fee

Fire Permit

*A non-refundable plan review fee shall be assess when plans have not be reviewed by a third party organization (TPO) and must be reviewed by City staff. Fee calculation is based on project valuation

\$0 to \$10,000	\$150.00
More than \$10,000 and up to \$50,000	\$300.00
More than \$50,000 and up to \$250,000	\$500.00
More than \$250,000 and up to \$500,000	\$850.00
More than \$500,000 and up to \$1,000,000	\$1,100.00
More than \$1,000,000 and up to \$3,000,000	\$1,600.00
More than \$3,000,000 and up to \$6,000,000	\$2,400.00

More than \$6,000,000 \$2,400.00 plus \$0.25 for each additional \$1,000, or fraction thereof.

Operational Permit Fees	
Aerosol Products	\$50.00
Amusement Buildings	\$100.00
Aviation Facilities	\$50.00
Battery Systems	\$50.00
Combustible Dust-Producing Operations	\$50.00
Combustible Fibers	\$50.00
Compressed Gases	\$50.00
Covered Mall Buildings	\$50.00
Cryogenic Fluids	\$50.00
Cutting and Welding	\$50.00

Flammable and Combustible Liquids	\$50.00
Hazardous Materials	\$350.00
HPM Facilities	\$270.00
High Piled Storage	\$50.00
Industrial Ovens	\$50.00
Lumber yards and woodworking Plants	\$50.00
Liquid or Gas-Fueled Vehicles/Equipment in assembly building	\$50.00
LP-Gas	\$50.00
Magnesium	\$50.00
Open Flames	\$50.00
Organic Coatings	\$50.00
Place of Assembly (Occupant Load 1-299)	\$40.00
Place of Assembly (Occupant Load 300-9999)	\$150.00
Place of Assembly (Occupant Load 10,000-19,999)	\$300.00
Place of Assembly (Occupant Load 20,000-29,999)	\$400.00
Place of Assembly (Occupant Load 30,000-39,999)	\$500.00
Place of Assembly (Occupant Load 40,000-49,999)	\$600.00
Place of Assembly (Occupant Load 50,000 or more)	\$1,000.00
Repair Garages and Motor Fuel-Dispensing Facilities	\$50.00
Spraying or Dipping	\$50.00
Storage of Scrap Tires and Tire byproducts	\$250.00
Temporary Membrane Structures, Tents, and Canopies	\$50.00
Tire Rebuilding Plants	\$50.00
Waste Handling	\$100.00
Residential Construction	
Addition, Alteration, Remodel & Repairs*	Based on square feet – Table 2; with a minimum charge of \$225.00
Carport, Garage, & Porte Cochere	
When permitted with a new residence*	No charge, included in base permit fee
Carport & Pore Cochere*	\$200.00
Detached Garage*	Based on Valuation – Table 1
Garage Conversion	Based on square feet – Table 2; with a minimum charge of \$225.00
Fee for any permit required, but not elsewhere specified in this fee schedule	\$50.00 Minimum, and the Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.
Fence – Perimeter Screening Fence	\$100.00 – Plus \$5.00 per lot of location
Fence – Residential Lot	\$25.00 each

Fence – Subdivision Screening Wall	\$100.00 – Plus \$5.00 per lot of location
Fence – Swimming Pool Barrier	\$25.00
Foundation Repair	\$150.00
One and Two Family Residential New Construction*	Based on square feet – Table 2
Patio Cover, Screened Porch, Gazebo, & Decks*	\$225.00
Permanent Storage/Accessory Building over 320 sq. ft.*	Based on Valuation – Table 1
Portable Storage/Accessory Building 320 sq. ft. and under	\$25.00 each
Reroof	\$275.00
Retaining Wall	Based on Valuation – Table 1
Revisions to Issued Permits	\$50.00 per hour
Sidewalk, Curb, Drive Approach (Note: No charge if issued with project building permit)	\$75.00
Solar Panel*	\$275.00
Spa Gunite in ground (1 & 2 Family)	\$35.00
Spa Storable (1 & 2 Family)	\$25.00
Swimming Pool – Above Ground (1 & 2 Family)*	\$125.00
Swimming Pool – In Ground (1 & 2 Family) (Spa Included)*	\$275.00
Temporary Construction Sales Office (residential only)	\$75.00
Window/Door Replacement (2 doors or more)*	\$100.00
Work Without a Permit	Equal to the amount of the permit fee, plus original permit fee

Electrical Permits	
Permit fees for Electrical Associated with Building Permits	
The electrical permit fee charged related to electrical work to build a new building, add onto an existing building, remodel or alter an existing building shall be a no charge permit fee. A no charge permit must be secured prior to commencing work.	
Permit fees for Electrical Work Not Associated with Building Permits	
For electrical work that is not associated with a building permit for the construction of a new building, an addition to an existing building, or for the remodeling or alteration of an existing building, fees shall be assessed as follows:	
Hot-tubs, Spas, and Swimming Pools (above & below ground)	No Charge
Residential, Commercial, and Industrial. There shall be a base permit fee plus the associated fee(s) as listed	
Base permit fee	\$85.00
Electrical Vehicle Charging Station 120 – 480 Volt	\$25.00 each
Equipment rated in HP (Motors) (each)	
Up to and including 3 HP	\$2.00
Over 3 HP and up to and including 10 HP	\$4.00
Over 10 HP	\$6.50
Equipment rated in KW (each)	
Up to and including 15 KW	\$4.00
Over 15 KW and up to and including 50 KW	\$6.50

Over 50 KW	\$13.50
Equipment rated in tons (each)	
Up to and including 5 tons	\$4.00
Over 5 tons and up to and including 7.5 tons	\$6.50
Over 7.5 tons	\$12.50
For any permit required, but not elsewhere specified in this fee schedule	\$50.00 minimum and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.
Lights, outlets, fixtures, switches, receptables (openings) (each)	
Up to and including 100	\$0.35
Over 100	\$0.30
Services and sub panels: new, repair, replace (each)	
Up to and including 200 amps	\$25.00
Over 200 amps and up to and including 400 amps	\$50.00
Over 400 amps	\$65.00
Sign Branch Circuit (each)	\$15.00
Temporary Pole	\$15.00
Work Without a Permit	Equal to the amount of the permit fee, plus the original permit fee.

Irrigation	
Irrigation Permit fee to Install a new irrigation system	
Potable Water	
For 1- & 2-family structures (residential)	\$100.00
For all others (commercial)	\$150.00
Reclaimed Water	
For 1- & 2-family structures (residential)	\$200.00
For all others (commercial)	\$300.00
Irrigation Permit fee to expand or add additional new head(s) and/or zone(s) to an existing system	
Potable Water	
Base fee for 1- & 2-family structures (residential)	\$75.00
Plus for each zone valve in excess of 2	\$25.00
Maximum Fee	\$100.00
Base fee for all others (commercial)	\$75.00
Plus for each zone valve in excess of 2	\$25.00
Maximum Fee	\$150.00
Reclaimed Water	
Base fee for 1- & 2-family structures (residential)	\$75.00
Plus for each zone valve in excess of 2	\$50.00
Maximum Fee	\$200.00
Base fee for all others (commercial)	\$75.00

Plus for each zone valve in excess of 2	\$50.00
Maximum fee	\$300.00
Work Without a Permit	Equal to the amount of the permit fee, plus the original permit fee.

Mechanical

Mechanical Permit Fees Associated with Building Permits

The mechanical permit fee charged in conjunction with the construction of a new building, an addition to an existing building, or the remodeling or alteration to an existing building shall be assessed at no charge. A no charge permit must be secured prior to commencing work.

Mechanical Permit Fees Not Associated with Building Permits

For mechanical work that is not associated with a building permit for construction of a new building, an addition to an existing building, or for the remodeling or alteration to an existing building, fees shall be assessed as listed below. There shall be a base permit fee plus the associated fee(s) as follows:

Note: Permit fee may be assessed to cover plan review, investigation, and inspections.
 Note: 1 Ton = 12,000 Btuh = 1 Horse Power for the purpose of fee assessment

Base Permit Fee	\$75.00
Install/Replace:	
Absorber, reciprocating, centrifugal, rotary compressor, condensing unit, chiller unit	\$50.00
Plus per ton in excess of 75 tons	\$1.00
Boiler per unit (Steam/Hot Water)	\$30.00
Cooling/heating coils other than DX coils first units, each	\$45.00
Plus each additional coil	\$5.00
Dust/Hazardous Collection/Ventilation Systems first system	\$20.00
Plus each additional system	\$10.00
DX system component (air handling unit, condensing unit, indoor coil, etc.) per first component	\$15.00
Plus per additional component per address	\$5.00
Environmental ductwork only-up to and including 10 outlets	\$15.00
Plus each additional outlet in excess of 10	\$1.50
Forced Air Heating Furnace	\$15.00
Plus per unit per address	\$3.00
HVAC complete refrigeration split/package/DX system up to and including 10 tons per first system	\$30.00
Plus additional system at one address	\$10.00
Miscellaneous appliance (fireplace, exhaust fan, wood burning stove, etc.) first appliance	\$15.00
Plus additional appliance	\$5.00
Non-ducted heater first unit	\$15.00
Plus per additional unit per address	\$3.00
Type I System complete (hood, make-up air, grease duct, exhaust fan) first system	\$75.00
Plus each additional component	\$5.00
Type II System complete (hood, make-up air, duct, exhaust fan) first system	\$75.00

Plus each additional system	\$25.00
Type II Component (hood, make-up air, duct, exhaust fan) first component	\$35.00
Plus each additional component	\$5.00
Work Without a Permit	Equal to the amount of the permit fee, plus the original permit fee.

Plumbing	
Plumbing Permit Fees Associated with Building Permits	
The plumbing permit fee charged in conjunction with the construction of a new building, an addition to an existing building, or for the remodeling or alteration of an existing building shall be assessed at no charge. A no charge permit must be secured prior to commencing work.	
Plumbing Permit Fees Not Associated with Building Permits	
For plumbing work that is not associated with a building permit for the construction of a new building, an addition to an existing building, or for the remodeling or alteration to an existing building, fees shall be assessed as listed below. There shall be a base permit fee plus the associated fee(s) as follows:	
Base Permit Fee	\$65.00
Fee for any permit required, but not elsewhere specified in this fee schedule.	\$65.00 minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.
Backflow prevention devices	
Indoors (first device)	\$20.00
Outdoors (lawn irrigation first device)	\$20.00
Plus for each additional device	\$5.00
Maximum fee per building address	\$200.00
Gas Line	
Install new gas line	\$20.00
Repair/Replace Gas Line	\$20.00
Plus per each outlet	\$2.00
Install:	
New Fixtures (lavatory, sink, water closet, tub, etc.) for the first three	\$30.00
Plus for each additional fixture in excess of three at the same address	\$12.00
Test well or manhole, each	\$25.00

Install/Replace:	
Interceptor (grease, sand, oil, lint) each	\$50.00
Roof drains for the first five	\$25.00
Plus for each in excess of five	\$3.00
Sewer Line	\$10.00
Water heater, first water heater	\$15.00
Plus for each additional water heater	\$5.00
Water line	\$10.00
Water softener system, each	\$25.00
Med Gas Piping Vacuum System (per each outlet/termination)	\$5.00
Mobile home hook up (gas, water, and sewer)	\$20.00
Replace Fixtures (lavatory, sink, water closet, tub, etc.) for the first five	\$20.00
Plus for each additional fixture as building address (Maximum fee: \$400)	\$5.00
Work Without a Permit	Equal to the amount of the permit fee, plus the original permit fee.

Demolition Permit Fee	
Demolish, wreck, raze, or dismantle a building or structure within the City	\$100.00

Business Registration Fees	
When a business registration is to be recorded with the Building Official, the following fees shall be applied:	
Note: Electrical, Plumbing, and HVAC Mechanical registrations are not charged a fee	
1 Year	\$100.00
2 Year	\$175.00

Miscellaneous Fees	
Administrative processing of requested documents	\$25.00
Board of Appeals Hearing	
Building Code	\$100.00
Electrical Code	\$100.00
Mechanical Code	\$100.00
Plumbing Code	\$100.00
Easement Use Agreement (non-refundable processing fee)	\$125.00
Early Grading Release	\$100.00
Excavation/Fill Permit	\$100.00
Extension of Permit Application and Issued Permit (one-time)	\$50.00
Parking lot requiring plan review for new construction	Based on Valuation
Reinspection fee	\$75.00
Service Charge to correct, revise, or void submitted permits or Certificates of Occupancy	\$50.00
Temporary Carnival, Circus, or Amusement Ride(s)	\$150.00
Temporary Occupancy of Street (90 day max)	\$30.00
Temporary Outdoor Event Permit	\$150.00

Moving Permit Fees	
For a permit to move a building, structure, or part of a building or structure through, upon, or across any sidewalk, street, alley, highway, or other public property of the City, the fee shall be as follows:	
Buildings of less than 300 square feet – when the move is completed in one day	\$125.00
Buildings of 300 – 900 square feet	\$175.00
Buildings of more than 900 square feet	\$250.00
When a building is moved in sections, each section is considered a separate building or structure for the purposes of assessing fees.	
When the move requires more than one day upon the City streets, alleys, or other public property, there shall be added for each additional day an amount equal to 50% of the fee required for the first day.	
When a building is proposed to be located within the City, an inspection fee of \$125 per hour plus round trip mileage is assessed to inspect the building prior to being moved.	

Modular or Pre-fabricated Industrialized Building Fees	
Permit Fee	Based on Valuation of work not including the value of the industrialized building.

Oversize and Overweight Vehicle Fees	
For travel within the City of an oversize and/or overweight vehicle, the fee shall be as follows:	
Single trip	\$75.00
Not exceeding 30 days	\$150.00
Not exceeding 60 days	\$300.00
Not exceeding 90 days	\$450.00
Not exceeding 1 Year	\$600.00
Sign Permit Fees	
For a permit to display within the City, the fee shall be as follows: Note: A change in sign copy or sign face shall constitute a new sign for the purposes of assessment. All applications for a sign permit shall be accompanied by a \$60.00 non-refundable deposit. The deposit shall be credited toward the permit fee when issued. If the permit is not issued for any reason, the deposit is forfeited.	
Billboard Advertising Signs (other than digital)	\$650.00
Digital Billboard Annual Inspection	\$200.00
Digital Billboard Initial Fee	\$1,500.00
Directory and Directional signs less than 8 s.f.	\$60.00
Electronic Message Center Signs Annual Inspection	\$150.00
Ground signs and Multi-Tenant Ground Signs less than or equal to 50 s.f.	\$125.00
Ground signs and Multi-Tenant Ground Signs greater than 50 s.f.	\$250.00
Menu Board and Awning signs less than or equal to 50 s.f.	\$125.00

Onsite/Offsite Development Signs	\$90.00
Pole signs less than or equal to 50 s.f.	\$125.00
Pole signs greater than 50 s.f.	\$250.00
Temporary Advertising signs	\$90.00
Supergraphic Signs	\$600.00
Wall Signs	\$125.00

Health	
Child Care Center Fees	
Application Fee/Plan Review Fee	\$375.00
Change of Ownership	\$300.00
Food Service Included (Initial or Annual Renewal)	\$400.00
No Food Service (Initial of Annual Renewal)	\$200.00
Playground Inspection (Initial or Annual Renewal) per playground at facility	\$50.00
Reinspection Fee	\$150.00
Reinstatement Fee	\$75.00
Service Charge to Revise Permit	\$10.00
Food Service Establishment Fees	
Application Fee/Plan Review Fee	\$450.00
Change of Ownership	\$300.00
Central Preparation Facility Permit Fee (Initial or Annual Renewal)	\$275.00
Emergency Inspection Fee	\$250.00
Permit Fee	\$375.00
Reinspection Fee	\$150.00
Reinstatement Fee	\$75.00
Mobile Food Unit Fees	
Annual Mobile Fee	\$300.00

Municipal Setting Designation	
Note: Filing fees will be in accordance with Tarrant County fee schedule	
Application Fee (non-refundable)	\$1,000.00

Platting	
Note: Filing fees will be in accordance with Tarrant County fee schedule. There is a \$150 non-refundable fee for all plats.	
*Amended Plat Fees	
Amended Plat Correcting Errors	\$300.00
All Other Amended Plats	\$300.00 + \$10.00 per acre
*Combination Plat Fees	
Preliminary play and final plat for a maximum of 30 lots	\$550.00 + \$85.00 per acre
*Conveyance Plat Fees	
Conveyance Plat for property not intended for immediate development*	\$300.00 + \$10.00 per acre

*does not constitute the approval of the development of property	
*Final Plat Fees	
Final Plat	\$550.00 + \$45.00 per acre
*Miscellaneous Plat Item Fees	
Filing with County of any plat with 5 or more lots in lieu or providing digital file	\$250.00
Staff Consultation Meeting	\$200.00
Public Improvement Plan Review	\$1,000.00
Subdivision name change on a previously review or approved preliminary plat	\$200.00
*Plat Vacation Fees	
Plat vacation	\$500.00
*Preliminary Plats Fees	
All Preliminary Plats	\$550.00 + \$40.00 per acre
Replats/Minor Plat Fees	
Minor Plat	\$550.00 + \$35.00 per acre
Replat with Property Owner Notification	\$575.00 + \$35.00 per acre
Replat without Property Owner Notification	\$450.00 + \$35.00 per acre
*Special Plat Filing Fees	
By mail	\$600.00
Hand Delivered	\$900.00
Abandonments	
Abandonments by Plat	\$300.00
Abandonments by Separate Instrument	\$400.00

Zoning	
Development Plan Fees	
Administrative Change to Approved Development Plan	\$375.00
Development Plan (without "PD" zoning request)	\$1,800.00 + \$50 per acre
Landscape/Tree Preservation Plan Review/Permit Fees	
When a fee is required for the review of landscape plans in conjunction with the processing of building permits, the amount shall be based on the area of the lot to be developed.	
Square Feet of Lot to be Developed:	
Up to and including five (5) acres	\$230.00
Over five (5) acres, up to and including twenty (20) acres	\$400.00
Over twenty (20) acres	\$600.00
Tree removal permit, not in conjunction with a building permit (Maximum: \$150)	\$10.00 per tree
Miscellaneous Zoning Fee	
Alcohol Distance Appeal Application	\$1,000.00
Alternative Equivalent Compliance Review	\$375.00
Renotification Fee	\$125.00

Staff Placement of Zoning Change Request Signs	\$100.00
Zoning Board of Adjustment Application Fee	\$200.00
Zoning Verification Letter (per site)	\$50.00
Specific Use Permits (SUP) Fees	
SUP submitted with zoning change request – No Charge	\$0.00
SUP submitted without zoning change request	\$1,000.00 + \$50.00 per acre (\$15,000 max)
Zoning Case Type Fees	
All requests to Single Family Residential	\$1,000.00
Request for “PD” zoning with Development Plan	\$2,000.00 + \$100 per acre
All Other Requests	\$1,000.00 + \$50 per acre (\$15,000 max)

POLICE DEPARTMENT FEES

Alarm Permits	
Residential (Annual)	\$30.00
Commercial (Annual)	\$50.00
Animal Control Fees	
Animal Registration	
Initial Registration (includes microchipping)	\$20.00
Annual Renewal Registration	\$10.00
Adoption Fees	
Dog (includes microchipping and 1 st year registration)	\$80.00
Cat	\$30.00
Impoundment	
First Impoundment	\$50.00
Second Impoundment	\$75.00
Third Impoundment	\$100.00
Quarantine (Shelter)	\$20.00/day
Quarantine (In Home for eligible animals only)	\$5.00/day
Miscellaneous	
Boarding (Must be eligible and only when room is available)	\$15.00/day
Owner Surrender (Altered)	\$35.00
Owner Surrender (Unaltered)	\$50.00
Corpse Removal Fee (from residence)	\$20.00
Euthanasia at Owners Request	\$35.00
Corpse Disposal Fee	\$35.00
Kennel Permit Fee	\$25.00
Animal Trap Deposit (refundable upon return)	\$250.00

Miscellaneous	
Police Security (per Officer)	\$45.00/hour
Impounded Vehicle Release Fee	\$15.00
False Alarm Response	\$50.00

**INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING CONCURRENT ENFORCEMENT JURISDICTION BETWEEN
THE CITY OF EVERMAN
AND
THE CITY OF FORT WORTH**

**THE STATE OF TEXAS §
 § **KNOW ALL BE BY THESE PRESENTS:**
COUNTY OF TARRANT §**

THIS AGREEMENT (“Agreement”) is made and entered into by the City of Everman, Texas (“Everman”), a home rule municipality of the State of Texas, and the City of Fort Worth, Texas (“Fort Worth”), a home rule municipality of the State of Texas (collectively, the “Parties”), each acting by and through its duly appointed and authorized representatives.

RECITALS

WHEREAS, Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services to protect public health; and

WHEREAS, Fort Worth owns and has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Everman; and

WHEREAS, the territory that constitutes the subject of this Agreement (the "Territory") consists of roadways and areas within the territorial jurisdiction of Fort Worth. The Territory is more fully described in Exhibit "A," which is attached hereto and made a part hereof for all purposes.

WHEREAS, police officers' authority to make warrantless arrests is limited to their geographical jurisdiction under common law and the Code of Criminal Procedure Chapter 14.

WHEREAS, Code of Criminal Procedure Article 14.03(g) was amended in 2005 to expand a municipal officer's authority to make stops and arrests for traffic violations beyond the city limits of the boundaries of any county in which the municipality is located.

NOW, THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, Fort Worth and Everman hereby agree to the following:

1. TERRITORY

The Territory that constitutes the subject of this Agreement is described in Exhibit "A," which is attached hereto and made a part hereof for all purposes.

2. SERVICES

Of and from the Effective Date of this Agreement, the Everman Police Department shall have and assume concurrent jurisdiction for the purposes of enforcing state laws under the Transportation Code, Code of Criminal Procedure, Penal Code, and Health and Safety Code. Everman Police Officers will file fine-only misdemeanor cases within

the original jurisdiction of Fort Worth, Texas with the Tarrant County Justice of the Peace Precinct 8. No arrests through immediate disposition of Subtitle C, Title 7, Transportation Code will be authorized by Everman Police Officers in the original jurisdiction of Fort Worth, Texas. Everman Police Officers will file misdemeanor and felony non-fine cases with the Tarrant County Criminal District Attorney's Office. Everman Police Officers will respond and assist the Fort Worth Police Department on calls for service within this Territory, as staffing allows.

3. TERMINATION

Either Party may terminate this Agreement upon thirty days' written notice to the other, provided, however, that termination shall not apply to any case pending on the effective date of termination.

4. INDEPENDENT CONTRACTOR

The Parties agree that this Agreement is not a joint enterprise and neither is a contractor, independent or otherwise, partner, or agent of the other.

5. PAYING FOR PERFORMANCE

Either Party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to the paying Party. This Agreement does not require an expenditure of City of Fort Worth funds; however, the Parties agree that the Party paying for the performance of governmental functions or services under this Agreement has been fairly compensated.

6. RIGHT TO AUDIT

Everman agrees that Fort Worth shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Everman involving transactions relating to this Agreement at no additional cost to Fort Worth. Everman agrees that Fort Worth shall have access during normal working hours to all necessary Everman facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Fort Worth shall give Everman reasonable advance notice of intended audits. Fort Worth and Everman acknowledge and agree that such access under this section is subject to the limitations and requirements of the Texas Public Information Act.

7. NOTICES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth

City of Everman

ATTN: Valerie R. Washington
Assistant City Manager
200 Texas Street
Fort Worth, Texas 76102-6311

ATTN: Craig Spencer
City Manager
212 N Race Street
Everman, Texas 76140

With Copy to the City Attorney
At same address

With Copy to City Attorney

Victoria W. Thomas
Nichols Jackson LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

8. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, neither the City of Fort Worth nor the City of Everman nor the officers or employees thereof waives or surrenders any of their governmental powers or immunities.

9. NO WAIVER

The failure of Fort Worth or Everman to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of Fort Worth's or Everman's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

11. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired

12. FORCE MAJEURE

Fort Worth and Everman shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by

any governmental authority, transportation problems and/or any other similar causes.

13. HEADINGS NOT CONTROLLING

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

14. APPROVAL OF AGREEMENT

The governing bodies of Fort Worth and Everman have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of Fort Worth and Everman to sign this Agreement on behalf of the governing bodies.

15. REVIEW OF COUNSEL

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

16. AMENDMENTS

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

17. ENTIRETY OF AGREEMENT

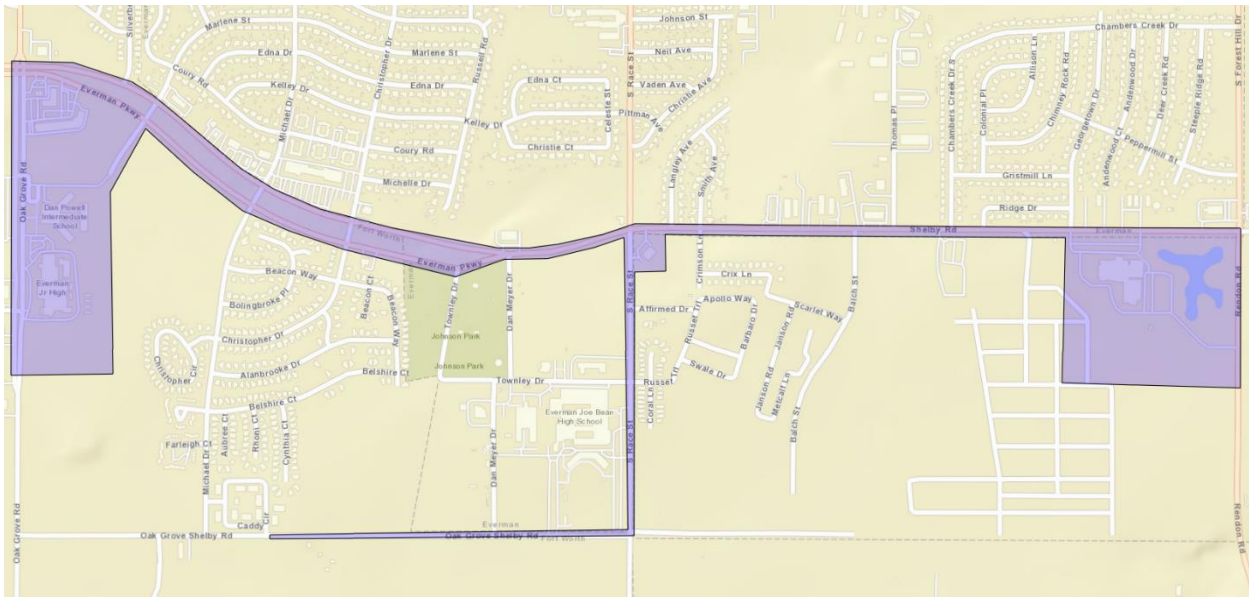
This Agreement, including Exhibit A, contains the entire understanding and agreement between Fort Worth and Everman, their assigns, and successors in interest as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Exhibit A

- Everman Parkway between Oak Grove Rd. and S. Race St.
- Shelby Rd. between S. Race St. and Rendon Rd.
- S. Race St. between Everman Pkwy/Shelby and Oak Grove Shelby Rd.
- 1800 – 2000 Blocks of Oak Grove Shelby Rd.
- 8700 – 9200 Blocks of Oak Grove Rd.
- To include:
 - Family Dollar Store – 2400 Shelby Rd
 - EISD Administration – 1520 Everman Pkwy
 - Dan Powell Early Learning Academy – 8875 Oak Grove Rd
 - Roy Johnson Stem Academy – 8901 Oak Grove Rd.
 - Baxter Junior High – 3038 Shelby Rd.



100 Block of Georgian Rd

7300 Block of Sheridan Rd

To include: EISD – E. Ray Elementary 7309 Sheridan Rd.



Friday, April 28, 2023



Boards & Commissions Application

City of Everman - Application for appointment to council appointed boards and commissions, corporations

Name Heather Underwood
Address 625 Windsor Dr
Everman, TX, 76140
Phone Number (817) 919-1575
Email heathersgotta@gmail.com
Occupation Substitute Teacher in Everman

Interests and/or Hobbies:
Reading, walking, hanging out with family

I wish to be considered for appointment to: Community Safety Advisory Committee

Please tell us why you would like to serve on the board/commission you selected:
To be more active in the community.

Signature 



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

AGENDA TITLE: Approve the allocation of up to \$150,000 of Water & Sewer funds for the completion of the 48th Year CDBG Project – Waterline Replacement and Upgrade Project on S. Race Street

MEETING DATE: 06/02/2023

PREPARED BY: C. W. Spencer

RECOMMENDED ACTION:

Approval

BACKGROUND INFORMATION:

Prior to the adopt of the FY23 Budget, the Everman City Council approved the submission of an application to Tarrant County for a special water line improvement project on S. Race St. from Enon Avenue to Neill Avenue. A copy of that submission is attached to this staffing report.

The original estimated project total cost was \$290,234.06. There were multiple funding sources being utilized to cover this project. At the time of submission, the estimated amounts were as follows:

- City Leverage Amount - \$61,976.91 (Utilizing 2020 Bond Funds)
- City Paid Design/Engineering - \$22,856.62 (Utilizing 2020 Bond Funds)
- Other Sources - \$40,400.53 (TWDB Grant Funds)
- CDBG 2022 Award - \$165,000.00 (Tarrant County CDBG)

Following the submission of bids for this project, all bids received were significantly higher than the original estimated amount. The City Engineer cites inflation and significant rise in cost of materials as the reason for this increase. The total base bid amount for the project is \$407,291.00. (\$117,056.94 higher).

The City Council has four options to choose from.

OPTION 1 – (Recommended Option)

Approve the base bid amount of \$407,291.00 for the full project from Enon Avenue to 150 ft. south of Neill Avenue. This would require an additional allocation of water and sewer funds in order to achieve. We are recommending an allocation of no more than \$150,000.00.

OPTION 2

The City Council may elect to choose the “Deductive Alternate A” low bid amount of \$294,961.00 which will limit the project to Enon Avenue to Johnson Avenue. This option would not require any further allocation.

OPTION 3

The City Council may elect to choose the “Deductive Alternate B” low bid amount of \$215,481.00 which will limit the project to Enon Avenue to 75 ft. north of Vaughn Ave. This option would reduce the amount already allocated for this project.

OPTION 4

The City Council may elect to reject all bids and request a new bid process. This process will extend the anticipated timeline of the project. The City Engineer has shared the opinion that he does not believe that this would result in lower bids and may actually result in higher bids.

Once the City Council has selected one of the above listed options, the City Engineer will move forward with drafting the recommendation for council approval.

This particular project is part of a major infrastructure project on this roadway. The section of roadway where this project is occurring is in complete failure and in desperate need of a rebuild. This project was selected by city staff and council with the goal in mind of completing underground infrastructure improvements prior to rebuilding and repaving the roadway. Fund is available and allocated for the replacement and repair of curb and gutter as well as the street rebuild. Commissioner Roy C. Brooks has already committed Tarrant County bond discretionary funds to assist with the street portion of this project.

Water and Sewer funds are in a positive position to be able to support this project. Staff’s recommendation is to elect Option 1.

FISCAL IMPACT

Will require up to \$150,000.00 of water and sewer funds.

2022 CDBG Project Proposal (48th Year)



City Name EVERMAN

Project Address 100 - 300 Block, S Race Street, Everman Texas

Project Census Block Group 1112.02 / 02 (53.78%)

Project Description This project consists of replacing an aging existing 6" water line with approximately 1,250 linear feet of 12" PVC water line. The new water line will be in the east half of S Race Street, from Enon Ave south to just past Neill Ave. It will connect to the existing system at each side street with exist water lines.

City Contact Name

CRAIG SPENCER

City Contact email

cspencer@evermantx.net

City Contact Phone

817-293-0525

Service Area Description

The service area for this project will be along Race St, East and West from Race along Barron, East from Race on Johnson Ave & Neill Ave to Christie Ave.

Land Use Information

Enter the acreage within the boundaries that you just indicated for the "service area", fill in the below table with the appropriate acreage of the land used within those boundaries. Please remember that at least 70% of your service area must be residential, except for ADA Barrier Removal activities under Limited Clientele. Look at land use maps.

Engineering Firm Name

Teague Nall & Perkins, Inc

Engineer Contact Name

Greg Saunders, P.E.

Engineer Contact E-MAIL

gsaunders@tnpinc.com

Engineer Contact Phone

817-336-5773

PREPARED BY:

Carol Shugart

Submit & Questions to:

Susan Au

SAu@TarrantCounty.com

DUE DATE

1/31/2022

State Land Use Codes	Land Use in Acres	Total Acres in Service Area	% of Total Service Area
A1 (Single Family Residential)	14.73	14.73	0.736131934
A2 (Mobile Homes)		0	0
B1 (Multi-family Residential)		0	0
C1 (Residential Vacant)		0	0
C2 (Commercial Vacant)		0	0
C6 (Exempt - ROW)	3.48	3.48	0.173913043
D3 (Farm land)		0	0
D4 (Undeveloped)		0	0
F1 (Commercial)		0	0
F2 (Industrial)		0	0
J1-8 (Utilities)		0	0
other(church)	1.8	1.8	0.089955022
TOTAL RESIDENTIAL:	14.73	20.01	0.736131934

2022 CDBG Project Proposal (48th Year)

Section 8, Item B.



City Name EVERMAN
 Project Address 100 - 300 Block, S Race Street, Everman Texas

BUDGET

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
9	Abandon Ex Gate Valve	\$175.00	\$1,575.00	
2	Remove Ex Fire Hydrant	\$250.00	\$500.00	
50	6" DR-18 C900 PVC Water Line	\$35.00	\$1,750.00	
175	8" DR-18 C900 PVC Water Line	\$55.00	\$9,625.00	
1250	12" DR-18 C900 PVC Water Line	\$65.00	\$81,250.00	
5	6" Gate Valve, Box and Conc Pad	\$1,120.00	\$5,600.00	
4	8" Gate Valve, Box and Conc Pad	\$1,575.00	\$6,300.00	
5	12" Gate Valve, Box and Conc Pad	\$2,500.00	\$12,500.00	
5	Fire Hydrant w.3'6" Bury	\$4,000.00	\$20,000.00	
1	Mechanical Joint Ductile Iron Fittings	\$6,500.00	\$6,500.00	
3	Water Service line	\$1,100.00	\$3,300.00	
3	Single Watter Meter Box	\$250.00	\$750.00	
5	Cut & Plug Existing Water Line	\$700.00	\$3,500.00	
1	Temporary Erosion Control	\$1,500.00	\$1,500.00	
1400	Permanent HMAC Pavement Repair	\$46.00	\$64,400.00	
25	Concrete Curb & Gutter Repair	\$30.00	\$750.00	
1	6" Topsoil w/Block Sod	\$500.00	\$500.00	
1425	Trench Safety	\$1.00	\$1,425.00	
6	Connect to Exist System	\$1,250.00	\$7,500.00	
1	Miscellaneous Utility Allowance	\$5,000.00	\$5,000.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	

Construction Subtotal	\$234,225.00
Contingency Rate	7.75%
Contingency	\$18,152.44
Engineer Subtotal	\$37,856.62
TOTAL ESTIMATED COST	\$290,234.06

THIS PROPOSAL INCLUDES SPECIAL NOTICES:

Enter special considerations, If any

City Leverage Amount, if applicable	\$ 61,976.91
City Paid Design/Engineering, if applicable	\$ 22,856.62
Other Sources, if applicable	\$ 40,400.53
Assumed CDBG 2022 Award (\$145,000 - \$175,000)	\$ 165,000.00
Total Estimated Funds Available	\$290,234.06

NOTE: Balance of project MUST be leveraged by the city in order to have a completed and usable project upon final inspection. Assumption of CDBG allocation estimates can be seen in the example of Tiering Projects in the CDBG Guide. Total project costs must equal estimated funds available

Preparer Name:

CAROL SHUGART
 Enter name of preparer of budget here

1/14/2022
 Date



2022 CDBG Project Proposal (48th Year)

Section 8, Item B.

City Name EVERMAN
Project Address 100 - 300 Block, S Race Street, Everman Texas

PROJECT JUSTIFICATION

City Contact Name

CRAIG SPENCER

City Contact email

cspencer@evermantx.net

City Contact Phone

817-293-0525

Engineering Firm Name

Teague Nall & Perkins, Inc

Engineer Contact Name

Greg Saunders, P.E.

Engineer Contact E-MAIL

gsaunders@tnpinc.com

Engineer Contact Phone

817-336-5773

PREPARED BY:

Carol Shugart

Submit & Questions to:

Susan Au

SAu@TarrantCounty.com

DUE DATE

1/31/2022

Needs and Problems

Due to the age of the existing water main, it experiences frequent problems. During repair time, the surrounding neighborhood's water system must be isolated. This leaves the neighborhood without water and fire service. The new PVC water main will eliminate main problems, breaks, etc., and immediately improve water and fire service in the area.

Financial Need

The City of Everman relies on property taxes, sales and water & sewer billing as revenue sources for public works projects. CDBG funding for this project will ensure its construction in the upcoming year.

Environmental & Neighborhood Conditions

The environment of the project consists of a developed residential neighborhood with water main that is past its service life. This project will improve the current conditions by immediately providing improved water and fire service to the neighborhood. There will be no negative impact on the environment due to this project.



2022 CDBG Project Proposal (48th Year)

Section 8, ItemB.

City Name EVERMAN
Project Address 100 - 300 Block, S Race Street, Everman Texas

REQUIRED SUPPLEMENTAL INFORMATION

Include the following required documents (Email as PDF attachments)

Comments (if not attached)

City Contact Name
CRAIG SPENCER

City Contact email
cspencer@evermantx.net

City Contact Phone
817-293-0525

Engineering Firm Name
Teague Nall & Perkins, Inc

Engineer Contact Name
Greg Saunders, P.E.

Engineer Contact E-MAIL
gsaunders@tnpinc.com

Engineer Contact Phone
817-336-5773

PREPARED BY:
Carol Shugart

Submit & Questions to:
Susan Au
SAu@TarrantCounty.com
DUE DATE
1/31/2022

City Annual Financial Information Check
(The most current City Financial Summary available that shows assets and liabilities and/or line items indicating amount reserved for public infrastructure projects paid by the city. One page summary will suffice.)

City Comprehensive Plan or equivalent Check
If the city has a comprehensive plan, please include the portion which indicates community goals and future plans for land use in respect to using CDBG funds for projects or a web link.)

Date of City Public Hearing
The intent of the public hearing during a city council meeting is to let your council and public know what you want to do with these federal funds and to listen to any comments, objections and finally approval by your council to move forward with the project. This can all be reflected in your minutes and a copy can be emailed to the planner when available

Copy of Public Notice Check
It is required that the City post a public notice at least 10 business days prior to an actual meeting, a public meeting will occur in city chambers discussing this project, hear any comments given and a certified copy of minutes plus any comments made will be sent to the planner to go with the proposal.)

Copy of Public Hearing Minutes Check
Attach a copy of the approved public hearing minutes and a copy of the public notice. If the hearing is scheduled and has not been executed, please mail or fax a copy of the public notice and approved public hearing minutes to the senior planner or CDBG Project administrator as soon as minutes are approved.)

Copies of any Citizen Input or additional Check

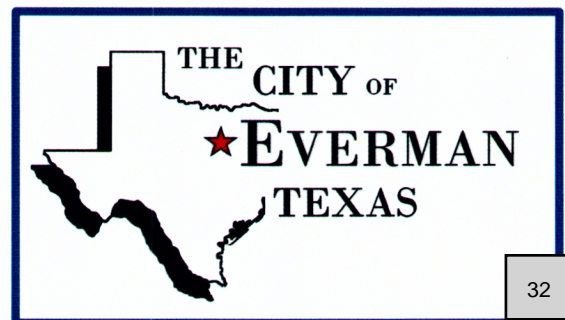
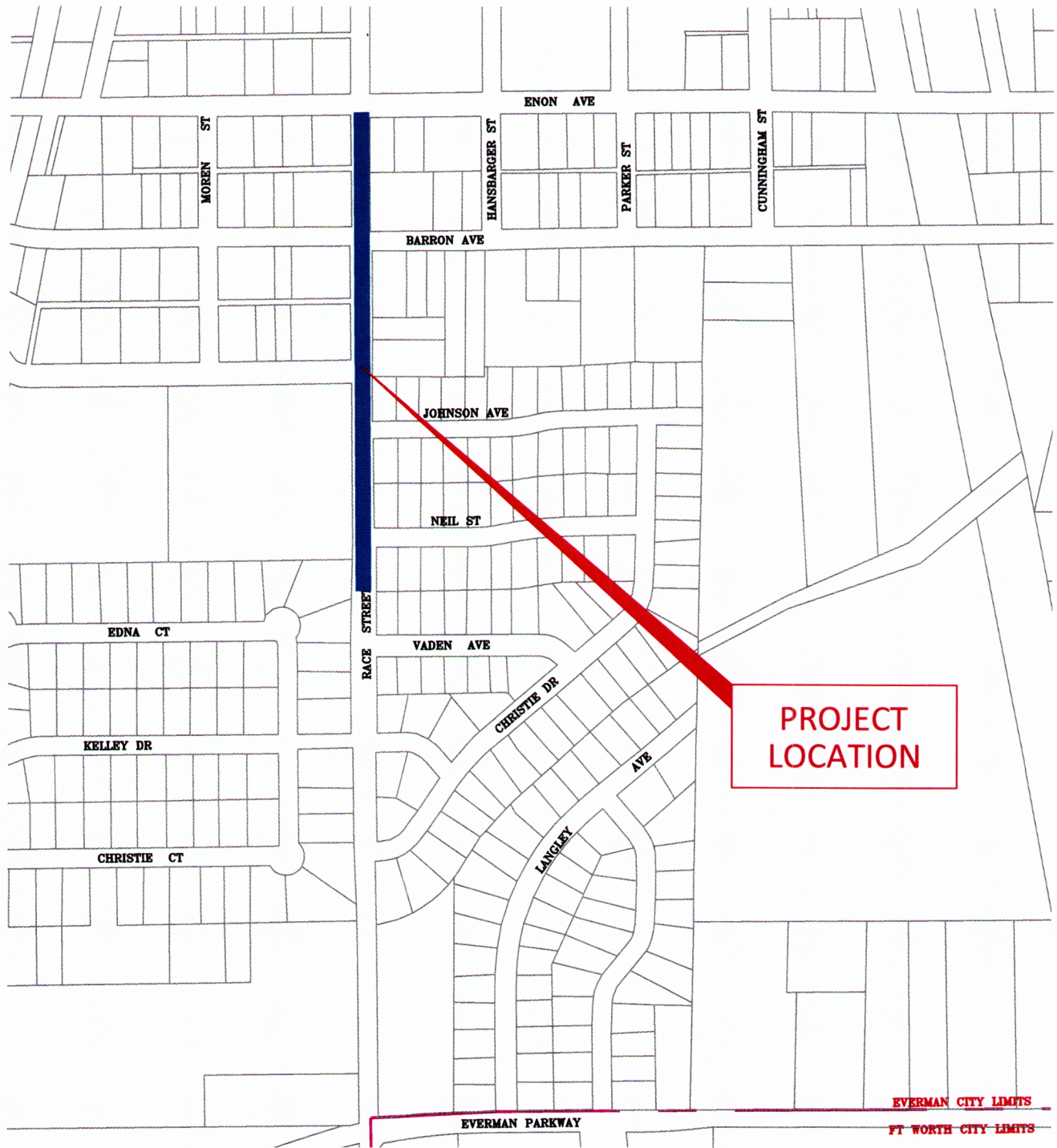
Map(s) indicating service area outlining project area Check

Map of FEMA Flood Map Check

Other Maps Check

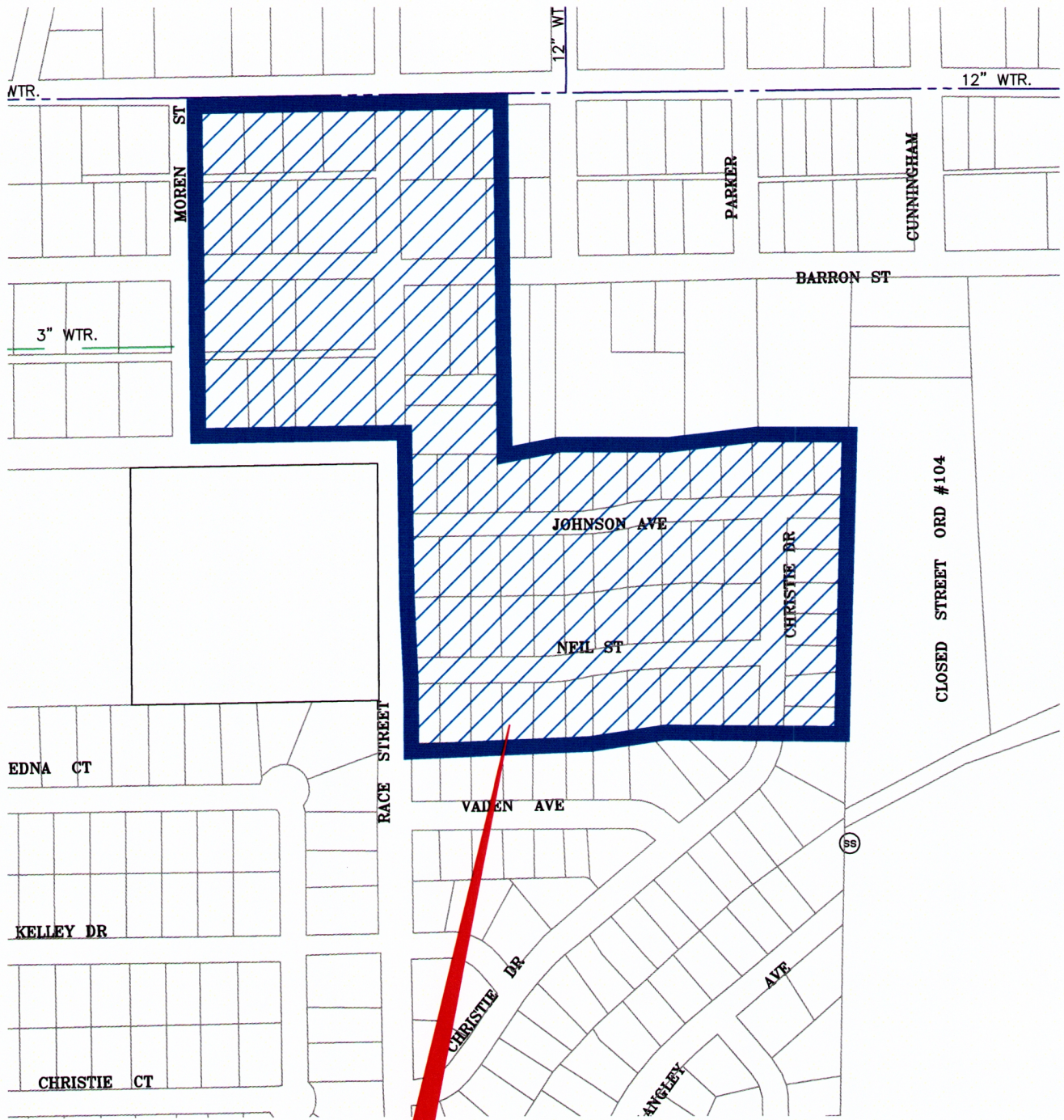
PROJECT LOCATION 48th YEAR CDBG PROJECT

Section 8, Item B.



SERVICE AREA MAP 48th YEAR CDBG PROJECT

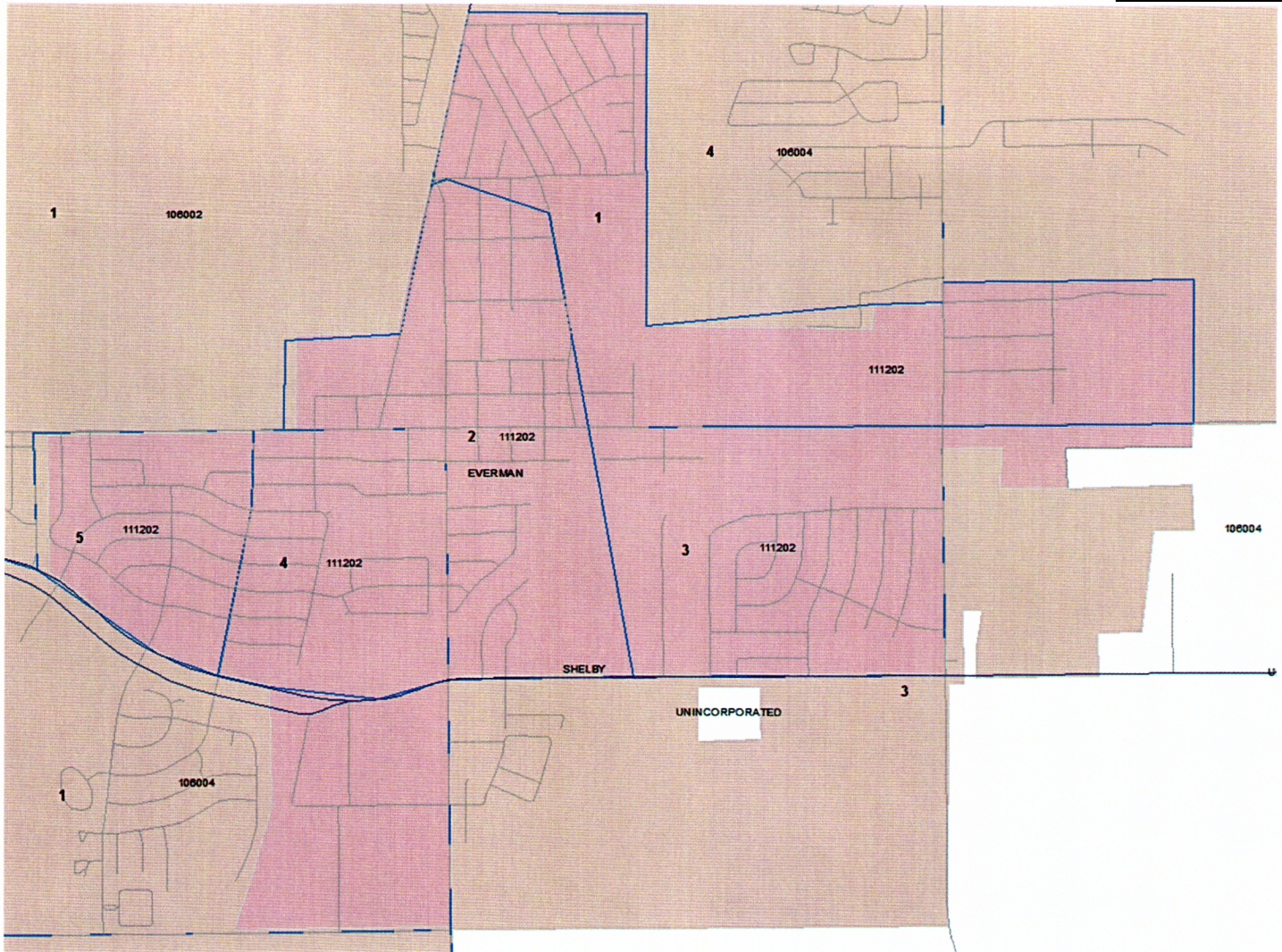
Section 8, Item B.



SERVICE
AREA



City of Everman – 2021 HUD Low/Moderate Income Data by Block Group



2021 HUD LMISD (effective July 1, 2021)

1060.04 / 01	68.25%
1060.04 / 03	54.41%
1112.02 / 01	83.90%
1112.02 / 02	53.78%

1112.02 / 03	63.50%
1112.02 / 04	63.78%
1112.02 / 05	46.74%

Using 2010 Census data Geography, based on the 2011-2015 American Community Survey (ACS) data, <https://www.hudexchange.info/news/updates-to-low-moderate-income-summary-data-now-available/>

NOTE: Effective July 2021, **Eligible area must be 51.0% or higher** for Tarrant County Consortium Cities

*The LMISD are derived from special data tabulations provided to HUD by the U.S. Census Bureau. The special tabulations include data on family income, which were based on the Decennial Census in previous years and are now based upon the American Community Survey (ACS). HUD anticipates receiving these special tabulations of ACS data every five years. As always, the LMISD will be slightly revised each year for changes to grantee jurisdictions and Entitlement CDBG program participations. However, the family income data from ACS, upon which the LMISD are based, will only be fully updated upon receipt of the special tabulations every five years.

QUALIFIED SURVEYED AREAS = NO SURVEY EXECUTED

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-06-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR COMMUNICATIONS CENTER AND EMERGENCY DISPATCH SERVICES WITH THE CITY OF BLUE MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center with equipment and operator capacity beyond the immediate needs of Everman and has thus offered to make such services available to local governments and agencies to address regional communications/dispatch needs; and

WHEREAS, the City of Blue Mound, Texas has requested that Everman provide emergency 9-1-1 communications and dispatch services to Blue Mound; and

WHEREAS, the City Council finds it to be in the public interest of the City to approve the interlocal cooperation agreement with City of Blue Mound for provision of such services;

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

SECTION 1. The City Council of the City of Everman hereby approves the Interlocal Cooperation Agreement for Communications Center and Emergency Dispatch Services with the City of Blue Mound, Texas, attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 2. The City Manager is authorized to execute the Interlocal Cooperation Agreement, in substantially the form of the attached Exhibit "A", and all related documents necessary for carrying out the terms of that Interlocal Cooperation Agreement.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the _____ day of June, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
(051923vwtTM135152)

Exhibit A
[Interlocal Cooperation Agreement for Communications and
Emergency Dispatch Services with City of Blue Mound]

Everman and Blue Mound hereby agree as follows:

**Article I
Performance of Services**

1.1 Everman shall provide to Blue Mound, on a non-exclusive basis, emergency 9-1-1 communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials and general civil emergencies (collectively, “Services”). In order to facilitate the Services, Blue Mound shall provide to Everman’s communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Blue Mound’s operations.

1.2 Blue Mound shall further be responsible for contacting and coordinating with Tarrant 9-1-1 and any other applicable agencies or authorities and take all actions necessary for establishment, configuration, and operation required to facilitate Everman’s provision of the Services and for payment of all associated costs.

1.3 Without waiving any governmental immunity to which it is entitled, Everman agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Everman employees and agents in connection with the performance of the Services. Without waiving any governmental immunity to which it is entitled, Blue Mound agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Blue Mound employees and agents. It is also the responsibility of Blue Mound to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations. The Parties understand and agree that this assignment of liability is intended to be different than liability that would otherwise be assigned pursuant to Government Code Section 791.006(a).

1.4 On an ongoing basis, Everman and Blue Mound agree to provide complete and adequate training to personnel selected by Blue Mound and/or Everman in the use of the Communications Center.

1.5 It is specifically agreed and understood by the Parties hereto that no property rights are granted under this Agreement.

1.6 In the event Blue Mound or Everman should fail to fulfill any of its obligations hereunder or shall violate any municipal, county, state or federal law, the other Party shall have the option of terminating this Agreement by giving written notice of such violation and intent to terminate one hundred and eighty (180) days in advance of the effective date of the termination.

1.7 Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be in writing and forwarded to the persons designated below for receipt of notices. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1.6 above.

1.8 The Services shall not arbitrarily be withheld, but it is understood by the Parties that unforeseen circumstances may arise which prevent Everman from providing Services at a particular time. It is recognized that Everman has the duty and responsibility of rendering Services to citizens of both Everman and Blue Mound.

1.9 There is hereby created a Chiefs Advisory Board. During the term of this Agreement, the Chiefs Advisory Board shall be composed of the Police and Fire Chiefs from Everman, the Police and Fire Chiefs from Blue Mound, the police chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for police dispatch services with Everman, and the fire chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for fire dispatch services with Everman. The Everman Chief of Police shall be the Chairman of the Chiefs Advisory Board and shall have the authority to call meetings of the Chiefs Advisory Board. A majority of the members of the Chiefs Advisory Board constitutes a quorum to conduct business. The Chiefs Advisory Board will, by majority vote of the full membership, set policies and procedures for personnel and equipment required for the provision of Services under this Agreement, including but not limited to criteria for determination of priorities in the dispatching and use of equipment and personnel.

**Article II
Term**

The term of this Agreement shall commence on Effective Date and shall terminate five (5) years after the Effective Date (“Primary Term”), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for two (2) successive five (5) year periods (“Renewal Terms”), unless terminated earlier by either Party in accordance with this Agreement.

**Article III
Termination**

- 3.1 This Agreement may be terminated on the occurrence of either of the following:
 - (a) Either Party may terminate the Agreement by providing the other Party written notice of termination at least one hundred and eighty (180) days prior to the anticipated date of termination; or
 - (b) Mutual agreement of termination of the Agreement, executed in writing by both Parties, without the requisite one hundred and eighty (180) days prior written notice.

3.2 In the event of a termination, Everman shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Everman be over-compensated on a pro-rata basis for all Services performed to the termination date, Blue Mound shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Everman, this Agreement may be terminated or renegotiated in the event Blue Mound annexes additional territory into its corporate limits and/or increases the area the Blue Mound services. Immediately upon the completion of any annexation proceedings, Blue Mound shall notify Everman of the annexation, in writing, and provide Everman with a legal description of the annexed area.

**Article IV
Fee for Services**

4.1 Blue Mound, out of current available revenue , shall annually pay to Everman the amounts set forth below as compensation for Everman’s provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section (the “Annual Compensation Amount”). Such amount is based upon the annual costs incurred by Everman in order to fulfill Everman’s obligations under this Agreement. Blue Mound shall pay the Annual Compensation Amount to Everman annually on or before the Effective Date of this Agreement and each annual anniversary of the Effective Date thereafter during the Primary Term and each Renewal Term of this Agreement. The Annual Compensation Amount for the first year of the Primary Term under this Agreement shall be \$35,000.00, subject to sections 4.2 and 4.3 of this Agreement. For each year of the Primary Term thereafter and for any year of a Renewal Term, the Annual Compensation Amount shall be set in accordance with the provisions of sections 4.2 and 4.3 of this Agreement.

4.2 For the second through fifth years of the Primary Term and for any year of a Renewal Term, the Parties may, by mutual agreement, leave unchanged or decrease the Annual Compensation Amount. Any increases anticipated for costs for providing the Services shall be communicated by Everman to Blue Mound in writing on or before March 1 of each year during the Primary Term and any Renewal Term. To the extent that the total amount of any such increases communicated by Everman would be in excess of fifteen percent (15%) of the full amount of Blue Mound’s payment due for the then-current term, Blue Mound may, at its discretion, elect to terminate this Agreement by providing Everman written notice of termination at least one hundred and eighty (180) days before the start of the successive Renewal Term (i.e. on or before July 5 of the then-current year). In such an event, this Agreement shall be deemed to terminate immediately before said Renewal Term would have commenced and the Parties shall have no further obligations under this Agreement.

4.3 The Annual Compensation Amount due for any term of this Agreement shall be prorated in the event a Party elects to terminate this Agreement in accordance with the terms of this Agreement prior to the expiration of the then-current term.

**Article V
Indemnification**

5.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

5.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE

DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE COMMUNICATIONS CENTER AND/OR DISPATCH SERVICES.

5.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

**Article VI
Miscellaneous Provisions**

5.1 **Consideration.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

5.2 **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Blue Mound, to: City of Blue Mound
Attn: _____
301 S Blue Mound Rd
Blue Mound, Texas 76131

If to Everman, to: City of Everman
Attn: Craig Spencer City Manager
212 N. Race Street
Everman, Texas 76140

5.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties

5.4 **Venue and Governing Law.** This Agreement is performable in Tarrant County, Texas and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas, and both Parties agree that venue shall be in Tarrant County, Texas.

5.5 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

5.6 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.7 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party fifteen (15) days written notice of its intent to terminate.

5.8 **Amendments.** Everman and Blue Mound may amend this Agreement only by mutual agreement of the Parties in writing.

5.9 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

5.10 **Assignment.** Except as may be permitted under this Agreement, the Agreement may not be assigned by any Party without the prior written consent of the other Party.

5.11 **Force Majure.** In the event that any performance by either Everman or Blue Mound of any of its obligations under this Agreement shall be in any way prevented, interrupted, or delayed by an act of God, acts of war, riot or civil commotion, by and act of State, by strikes, fire or flood, pandemic, or by the occurrence of any other event or development beyond the control of either Everman or Blue Mound; either Party, as applicable, shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated or for Everman or Blue Mound to have effected a reasonable recovery therefrom, as the case may be.

5.11 **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, that each Party has had an opportunity to confer with counsel, on the matters contained herein.

5.12 **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all Parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

5.13 **Independent Contractor.** Except as otherwise expressly provided herein, Blue Mound and Everman agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

5.14 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the Agreement is effective on this the ___ of _____, 2023 (the "Effective Date").

CITY OF BLUE MOUND, TEXAS

CITY OF EVERMAN, TEXAS

Darlene Copeland, Mayor
Date: _____

Craig Spencer, City Manager
Date: _____

ATTEST:

ATTEST:

Amber Smith, City Secretary

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John Oliver, Asst. City Attorney
(051923vwtTM135151)

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-06-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL AGREEMENT FOR ADMINISTRATIVE COSTS FUNDING FOR SECTION 5310 PROGRAM BETWEEN THE FORT WORTH TRANSPORTATION AUTHORITY AND THE CITY OF EVERMAN, TEXAS FOR FISCAL YEAR 2023; RATIFYING OPERATION THEREUNDER AS OF OCTOBER 1, 2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fort Worth Transportation Authority (“Trinity Metro”) and the City of Everman, Texas (“Everman” or “City”) are both local governmental entities and, as such, are empowered under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to contract with each other for the performance of governmental functions and services under the terms of the Act; and

WHEREAS, Trinity Metro, as a federal grantee under Section 5310 of Title 49 of the United States Code, and in conjunction with the Texas Department of Transportation, has developed and implemented a Section 5310 Tarrant County Transportation Services program to provide transportation for elderly and disabled persons residing in cities within Tarrant County that do not have public transportation otherwise available to them; and

WHEREAS, the City of Everman desires to participate in Trinity Metro’s Section 5310 Program and Trinity Metro agrees to that participation, on the terms and conditions stated in the Interlocal Agreement attached hereto as Exhibit “A”, including contribution by the City of \$1,389.00 towards the administrative costs of the Section 5310 Program for the FY 2023; and

WHEREAS, the City Council finds it to be in the public interest of the City to approve the interlocal cooperation agreement with Trinity Metro, and ratify operation thereunder as of October 1, 2022, said agreement to be effective through September 30, 2023;

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

SECTION 1. The City Council of the City of Everman hereby approves the Interlocal Agreement for Administrative Costs Funding for Section 5310 Program Between the Fort Worth Transportation Authority and the City of Everman, Texas for fiscal year 2023 and authorizes the Mayor to execute said agreement insubstantially the form attached hereto and incorporated herein as Exhibit “A” along with all other necessary, related documents to effect such paratransit services.

SECTION 2. The City Council further ratifies operations under said agreement as of October 1, 2022, said agreement to be effective from October 1, 2022 through September 30, 2023.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the ____ day of June, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
(052223vwtTM135174)

Exhibit A
[Interlocal Agreement with Fort Worth Transportation Authority]

FWTA Interlocal Agreement No. _____
City Contract No. _____

**INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE COSTS FUNDING FOR
SECTION 5310 PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF EVERMAN, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Everman, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

WHEREAS, the City of Everman desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Everman is contributing a total of \$1,389.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from October 1, 2022 through September 30, 2023; and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

Now, therefore, the parties pursuant to City of Everman action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Everman will be allocated one day (Friday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Everman residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. Trinity Metro will administer transportation services to the citizens of the City of Everman under the program known as Tarrant County Transportation Services from October 1, 2022 through September 30, 2023.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Everman according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Everman will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from October 1, 2022 through September 30, 2023.
6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Everman.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin October 1, 2022 and end September 30, 2023.
9. The City of Everman will be considered a participating community and the qualifying residents of Everman will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF EVERMAN, TEXAS

FORT WORTH TRANSPORTATION
AUTHORITY:

By: _____
Mayor

By: _____
Richard Andreski
President & CEO

ATTEST:

APPROVED AS TO FORM:

City Attorney
City of Everman, Texas

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-06-03**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS IN SUPPORT OF ESTABLISHING A PUBLIC-PRIVATE PARTNERSHIP WITH TARRANT AREA FOOD BANK TO INCREASE ACCESS TO FOOD THROUGH RETAIL HOME DELIVERY AND EMERGENCY FOOD ASSISTANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH TARRANT AREA FOOD BANK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, addressing issues of hunger, poverty, and food access are of vital importance to the Tarrant Area Food Bank, Kroger, Tarrant County, City of Everman, City of Forest Hill, City of Fort Worth, and City of Mansfield; and

WHEREAS, there are more than 90,000 residents living in low access areas including more than 13,000 who live in poverty across the City of Everman, City Forest Hill, City of Mansfield, and the Historic Southside neighborhood within the City of Fort Worth; and

WHEREAS, more than 11,000 individuals living in these low access areas across Everman, Forest Hill, Mansfield, and the Historic Southside Neighborhood rely on emergency food resources and services provided by the Tarrant Area Food Bank annually; and

WHEREAS, the Tarrant Area Food Bank, Kroger, Tarrant County, City of Everman, City of Forest Hill, City of Fort Worth, and the City of Fort Worth are committed to establishing a public-private partnership as an important step to improving food access in every part of our community and combatting hunger across our communities by providing emergency food resources to those in need; and

WHEREAS, the formation of this public-private partnership will establish the framework of a working relationship and partnership to increase access to healthy food within these target areas low access to food stores; and

WHEREAS, the mission of this partnership will be to provide neighbors living in low-access areas with a sustainable option for purchasing groceries with home delivery via an online retail grocery

store and to assist neighbors experiencing hunger and financial hardship by providing emergency food support through the Tarrant Area Food Bank’s emergency home delivery and traditional emergency food services.

NOW, THEREFORE, be it resolved by the City Council of the City of Everman Texas:

SECTION 1. That the City Council of the City of Everman hereby recognizes the establishment of this public-private partnership between Tarrant Area Food Bank and the City of Everman to improve food access and call this observance to the attention of residents across our communities and authorizes the City Manager to execute the Memorandum of Understanding relating thereto in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit “A”.

SECTION 2. This resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the _____ day of June, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
(053023vwtTM135259)

EXHIBIT A
[Memorandum of Understanding with Tarrant Area Food Bank]

Memorandum of Understanding

This document is a memorandum of understanding between Tarrant Area Food Bank (hereinafter referred to as "TAFB")

and

the City of Everman

It is contemplated that similar Memoranda of Understanding will be executed between Tarrant Area Food Bank and Tarrant County, City of Forest Hill, City of Fort Worth, and City of Mansfield (all hereinafter referred to as "Local Partners" including the City of Everman)

Background

This Memorandum of Understanding (MOU) sets forth the terms of an understanding between the Tarrant Area Food Bank and Local Partners to increase access to food through retail home delivery and emergency food assistance.

*By signing this memorandum of understanding, the parties, as aforementioned, acknowledge their respective duties and responsibilities related to the administration of the Retail Home Delivery Project.

*This memorandum of understanding is valid from June 15, 2023, through September 30, 2024.

Purpose

This memorandum of understanding ("MOU") will establish the framework of a working relationship and partnership to increase access to healthy food within target areas with low access to retail food stores. The mission of this partnership is to help solve hunger by providing neighbors living in low-access areas with a sustainable option for purchasing groceries with home delivery via an online retail grocery store. This partnership is also intended to assist neighbors experiencing hunger and financial hardship by providing emergency food support through the Tarrant Area Food Bank's emergency home delivery and traditional emergency food services.

Tarrant Area Food Bank will coordinate these services with the local partners to support the objectives herein. It is understood that for this MOU, this partnership will operate most of the time within the geographical boundaries

of and serve residents who live in low-access census tracts within the jurisdiction of the Local Partners.

Duties & Responsibilities

It is understood that the Tarrant Area Food Bank and Local Partners agree to the following operational duties and responsibilities of this partnership.

TARRANT AREA FOOD BANK AGREES TO:

- Provide community education & outreach for this partnership.
- Provide Boost by Kroger enrollment assistance.
- Provide federal nutrition benefits application assistance.
- Provide emergency food home delivery to eligible neighbors.
- Provide traditional food support through partner agencies for any neighbors not eligible for emergency food home delivery.
- Manage partnership with Kroger whereby Kroger will:
 - Provide 5,000 Boost by Kroger memberships for SNAP-eligible shoppers with 12 months of free home delivery.
 - Manage online platform for ordering and to accept debit, credit, and SNAP
 - Manage Boost by Kroger delivery operations.
- Seek additional grant funding as needed for continuing services herein after the term date of this MOU.

Reporting

The Tarrant Area Food Bank and Local Partners shall evaluate programming through periodic meetings in person, by phone, or virtually.

Funding

The Local Partners will provide funding for the operating expenses of this partnership based on a pro rata share for population living in poverty within low-access areas, respectively. Funding will be allocated in two payments based on the respective pro rata share of each Local Partner. The first payment ("4-Month Pilot" on Table 1 below) will be made on or before July 1, 2023, to fund this partnership through September 30, 2023. The second payment ("FY 2024" on Table 1 below) will be made October 1, 2023, to fund this partnership through September 30, 2024.

Table 1. Pro-Rata Shares for Community Education & Outreach.

Local Support	4-Month Pilot	FY 2024	Total
Everman	\$3,200	\$13,500	\$16,700
Forest Hill	\$3,900	\$16,500	\$20,400
Fort Worth	\$9,600	\$40,500	\$50,100
Mansfield	\$7,100	\$30,000	\$37,100

Tarrant County	\$11,900	\$50,000	\$61,900
Total	\$35,700	\$150,500	\$186,200

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Tarrant Area Food Bank and the Local Partners. This MOU shall become effective upon signature by the authorized officials from the Tarrant Area Food Bank and Local Partners and will remain in effect until modified or terminated by mutual consent of both parties. In the absence of mutual agreement by the authorized officials from Tarrant Area Food Bank and Local Partners this MOU shall end on September 30, 2024.

Tarrant Area Food Bank Contact Information

Tarrant Area Food Bank
Julie Butner/President and Chief Executive Officer
2525 Cullen Street
Fort Worth, TX 76107

City of Everman Contact Information

Agency Name:

Authorized Signer Name/Title:

Address:

Authorization

The Partner’s authorized representative’s signature below confirms that the Partner is accepting and agreeing to abide by all terms of this MOU.

Tarrant Area Food Bank Signature:

Date:

City of Everman Signature:

Date:
