



# EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, May 16, 2023 at 6:30 PM  
213 North Race Street Everman, TX 76140

## AGENDA

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**1. MEETING CALLED TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. CONSENT AGENDA**

**A.** Minutes

April 18, 2023 Regular Meeting Minutes

**B.** Financials

April 2023

**5. PRESENTATIONS**

**A.** Recognition of Mayor Pro-Tem Susan Mackey - 25 Years of Service

**B.** Administration of the Oath of Office for City Council Place 1, Place 3, and Place 5

**C.** Proclamation - National Police Week

**D.** Proclamation - Public Works Week

**6. CITIZEN'S COMMENTS**

**7. DISCUSSION ITEMS**

**A.** Columbine Well Site - Councilwoman Johnnie Allen

**B.** City of Everman Financial Transparency Site - Councilwoman Johnnie Allen

**C.** City of Everman Mineral Rights - Councilwoman Johnnie Allen

**D.** BCBS NFC Fitness Court - Staff Update

**E.** City of Everman Fee Schedule Update

**8. CONSIDERATION AND POSSIBLE ACTION**

**A.** Resolution 2023-05-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, NAMING THE INCLUSIVE PLAYGROUND LOCATED IN CLYDE PITTMAN PARK, 300 WICHITA STREET, AS THE "NOEL RODRIGUEZ-ALVAREZ PLAYGROUND," AND PROVIDING AN EFFECTIVE DATE.

- B.** Consideration and Appointment of Members to the Community Safety Advisory Committee
- C.** City Council Election of a Mayor Pro-Tem
- D.** Ordinance #797 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS BY AMENDING SECTION 19-76 "SPECIAL ORDINANCES PROHIBITING OR REGULATING PARKING OF VEHICLES AT SPECIFIC PLACES ON DESIGNATED STREETS" OF DIVISION 1 "GENERALLY" OF ARTICLE III "STOPPING, STANDING AND PARKING"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
- E.** Interlocal Agreement for 9-1-1 Communications Center and Dispatch Services between the City of Everman, Texas and the City of Blue Mound, Texas.

**9. EXECUTIVE SESSION**

- A.** Section 551.071 & Section 551.074 - Past Performance, Evaluation, and Continued Professional Services With Snow, Garrett, Williams Certified Public Accountants

**10. CITY MANAGERS REPORT**

**11. MAYOR’S REPORT**

**12. ADJOURN**

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday May 12, 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/](http://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](mailto: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.*

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*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.*



# EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, April 18, 2023 at 6:30 PM

213 North Race Street Everman, TX 76140

## MINUTES

**1. MEETING CALLED TO ORDER**

Mayor called meeting to order at 6:31pm.

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. CONSENT AGENDA**

A. Minutes

March 7, 2023 Regular Meeting Minutes

March 21, 2023 Regular Meeting Minutes

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

Motion Carried

B. Financials

March 2023

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

Motion Carried

**5. PRESENTATIONS**

A. Proclamation - Child Abuse Prevention Month

Mayor read the Proclamation for Child Abuse Prevention Month. Mayor also presented this Proclamation to two Representatives from Alliance for Children. Craig Spencer also stated that this is special for the child investigation going on in our city right now for Noel Rodriguez, and AFC has been instrumental for us in this case as well.

B. Proclamation - National Public Safety Telecommunicators Week

Mayor read the Proclamation for Public Safety Telecommunicators Week. Craig also added that this year has been very different with it going from four full-time dispatchers to twenty on staff now. This is a significant amount of growth and a lot of faith put into the dispatch

operations from several different entities, which some of them are here showing their support tonight including the Fire Marshal representing the EISD and the County.

Craig is very proud of the work they have all put in and they have been very dedicated and this has been a very big dramatic change for all of them. Craig also stated that with this, they have done a tremendous job at making this change and making this project a huge success because it could not have happened without them.

**6. CITIZEN'S COMMENTS**

There were no citizen comments.

**7. DISCUSSION ITEMS**

**A. Mobile Food Truck Park**

Craig stated that last year council passed an ordinance allowing mobile food trucks in certain zoning and we created that zoning for mobile food trucks and are allowing them to set up in that certain zone. We built a Mobile Food Truck Park across from Pittman Park and last year council approved some ARPA Funds for the completion of that Park.

We are nearly complete. The only thing that is not done at that Park now is electrical, however Oncor has shared with us that it will take them 6 months to a year for this to get finished. Council Member Allen asked how much the electrical will be? Craig explained the electrical is just putting in a meter for us and it is not that expensive. This is not going to be a big issue if we do not have the electrical since all of them have Generator power and their not allowed to operate after 10pm. Water has also been installed by our water guys and did not contract out that.

Craig feels comfortable moving forward and opening it up with council blessing, on May 1st. This will be a process and that is all being finalized right now. This is going to have all the same standards as a restaurant would have to do, it is just on wheels. Council is good to go ahead with the opening on May 1st.

**B. CDGB-CV 2022 - Inclusive Playground**

Craig wanted to update on this. We have to renew the Resolution for this. Last meeting that we had council assed a resolution authorizing the contract to go to Whirlix Designs, and for the City Manager to execute that contract. Craig explained that technically we are not engaging in that contract and it is actually Tarrant County. Tarrant County has asked us to pass a new resolution authorizing the contract to Whirlix Design and Tarrant County to execute that contract. This is item C on this Agenda under action items and Craig just wanted to explain this to council.

Also, the time frame is roughly 180 days until we can begin the construction. This is do to having to order all of the supplies but everything is looking good and still waiting on the final amended Plans and he will get those to Council Member Allen when he gets those in since she did request those. Mayor had a plan for this playground. In Memory of Noel Rodriguez, Mayor would like to name the Playground after him and have a Memorial sign for him at the park as well. Craig would like to get council blessing on this so he can go ahead and get with the contractors on this. Council Member Allen did ask about the all inclusive playground and National Fitness Campaign which is a workout court. The Inclusive means all types of kids even with special needs. All council would like to move forward with naming the Playground after Noel Rodriguez.

**8. CONSIDERATION AND POSSIBLE ACTION**

- A. Change of Venue for all Public Meetings to the Everman Civic Center; 213 North Race Street, Everman, TX 76140

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

Motion Carried.

- B. RESOLUTION #2023-04-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS ESTABLISHING THE CITY OF EVERMAN COMMUNITY SAFETY ADVISORY COMMITTEE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey with the following changes, Section 3 page 21 on the agenda the Board should consist of five regular members and it say there should be 3 regular members appointed to one a one year term and that should be two, and under that it says four regular members should be appointed to a two-year term and that should be changed to three, and additionally Section 6, subparagraph four, says a quorum shall consist of four regular members and it should be 3 for 5 members. Seconded by Place 5 Sellers.  
 Voting Yea: Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

- C. RESOLUTION #2023-04-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, RECOMMENDING AWARDDING A CONTRACT TO WHIRLIX DESIGNS, INC. FOR THE CLYDE PITTMAN PARK INCLUSIVE PLAYGROUND IN AN AMOUNT NOT TO EXCEED \$114,851.00; AUTHORIZING TARRANT COUNTY TO EXECUTE SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

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

Motion Carried.

- D. Approve the allocation of Water Funds for the acquisition of a Wastewater Jetter

Motion made by Place 4; Mayor Pro-Tem Mackey for no more than \$65,000, Seconded by Place 5 Sellers.  
 Voting Yea: Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

- E. Approve the allocation of Street Improvement Tax Funds for the acquisition of an Asphalt Hot Mix Trailer & Drum Roller

Motion made by Place 4; Mayor Pro-Tem Mackey for no more than \$104,000, Seconded by Place 6 Davila.  
 Voting Yea: Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

**9. EXECUTIVE SESSION**

Did not convene into Executive Session.

**10. CITY MANAGERS REPORT**

Craig stated that the Celebrate America Festival is set for Saturday, June 24th. Landon has already started working on that.

Mayor was able to get the meeting he wanted with the Mayor of Fort Worth, and the Police Chief. This is for the shooting and also increasing violent crime that we have been seeing. This was a very positive meeting. We walked away with some engagement opportunities and make resources available as far as the data front end goes. There is also talk about an MOU with the City of Everman and the City of Fort Worth as well that will blur the jurisdictional lines that will allow our officers in the City of Fort Worth and conduct traffic stops and investigative stops and making our presence known as well as at the Everman Schools that are in Fort Worth as well.

Fort Worth Mayor Parker expressed she was going to have some conversations going, to get the right people at the table to talk about what opportunities and programs that Fort Wroth could bring specifically in that area, Stallion Point. Craig stated that all this and the Community Safety Board that was approved is a good start in improving the safety of our community. They are going to make their presence more known to these kids but they are short staffed as well.

Craig also stated that his attention is one hundred percent focused on the Noel Rodriguez case and if they need anything to just get a hold of him. Craig also stated that he will find out for council Member Allen from HR if they will be doing anything beyond the flowers for Charles Simmons from the Library.

**11. MAYOR’S REPORT**

Mayor did state that the meeting they had was very positive. Mayor stated that the MOU was the step in the right direction to get this ball rolling.

Charles Simmons passed away last Saturday. No details on his funeral information.

**12. ADJOURN**

Mayor adjourned the meeting at 7:29pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday April 14, 2023.

/s/ Mindi Parks  
City Secretary

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# Proclamation

DECLARING MAY 14<sup>TH</sup>, 2023 TO MAY 20<sup>TH</sup>, 2023 AS  
NATIONAL POLICE WEEK

**WHEREAS**, there are more than 800,000 law enforcement officers serving in communities across the United States, including dedicated members of the Everman Police Department; and

**WHEREAS**, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including Everman Sergeant Alex Arango; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored on May 15<sup>th</sup> which was proclaimed by President John F. Kennedy in 1962 as National Peace Officers Day; and

**WHEREAS**, it is important that we recognize the loyal devotion, faithful service, and the willingness to sacrifice that all public safety officers display, past and present; and

**WHEREAS**, this week we pay tribute to the men and women who set aside fear and doubt, these officers who preserve the rule of law for our City of Everman; and

**NOW THEREFORE, BE IT PROCLAIMED, BY THE CITY COUNCIL, OF THE CITY OF EVERMAN**, that we proclaim May 14<sup>th</sup>, 2023 to May 20<sup>th</sup>, 2023 as **NATIONAL POLICE WEEK** in the City of Everman. We urge all citizens to join us in recognizing Everman Police Officers and reflect on their invaluable contributions as we enjoy the peace they bring to our city and let us vow that their service will never be taken for granted.

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

\_\_\_\_\_  
Date of Enactment



# Proclamation

DECLARING MAY 21<sup>st</sup>, 2023 TO MAY 27<sup>th</sup>, 2023 AS  
NATIONAL PUBLIC WORKS WEEK

**WHEREAS**, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Everman; and

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in Everman to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS**, , the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association

**NOW THEREFORE, BE IT PROCLAIMED, BY THE CITY COUNCIL, OF THE CITY OF EVERMAN**, that we proclaim May 21<sup>st</sup>, 2023 to May 27<sup>th</sup>, 2023 as **NATIONAL PUBLIC WORKS WEEK** in the City of Everman. We urge all citizens to join us in recognizing Everman Public Works Employees and reflect on their invaluable contributions to the community in which we live, work, and play.

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

\_\_\_\_\_  
Date of Enactment

**CITY OF EVERMAN, TEXAS**

**RESOLUTION NO. 2023-05-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, NAMING THE INCLUSIVE PLAYGROUND LOCATED IN CLYDE PITTMAN PARK, 300 WICHITA STREET, AS THE “NOEL RODRIGUEZ-ALVAREZ PLAYGROUND,” AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, since March 25, 2023, when an Amber Alert was first issued for missing, six-year old Noel Rodriguez-Alvarez, in the City of Everman, his story has captured the hearts of the citizens of Everman; and

**WHEREAS**, through the diligent efforts of Everman Police Department in coordination with numerous other law enforcement agencies, and the coverage of the national news media, over the months long investigation and search for the missing boy, citizens across the country united with Everman in concern for Noel, and

**WHEREAS**, to honor that unity of spirit and action and to memorialize the story of Noel, the City Council of the City of Everman finds it to be in the best interest of the City to dedicate the inclusive playground at Clyde Pittman Park as the Noel Rodriguez-Alvarez Playground, with appropriate signage and a memorial plaque containing details of Noel’s story, so that he, his story, and its unifying impact on this community will be remembered for generations to come;

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

**SECTION 1.** The inclusive playground located in Clyde Pittman Park, 300 Wichita Street, shall hereafter be named the “Noel Rodriguez-Alvarez Playground”.

**SECTION 2.** The City Manager is directed to direct and oversee purchase and installation of appropriate signage bearing the name of the playground as well as a memorial plaque containing the details of Noel’s story.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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**John Oliver, Asst. City Attorney**  
(051223vwtTM135021)

Thursday, May 11, 2023



# Boards & Commissions Application

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

**Name** Daniela Soria

**Address** 511 W Enon Ave  
Everman, TX, 76140

**Phone Number** (817) 845-4932

**Email** danimsoria@gmail.com

**Occupation** Court Clerk

**Business Phone** (817) 276-4716

**Interests and/or Hobbies:**

My interests are my family, friends, and community. I enjoy spending time with my kids and participating in school, church, and city functions.

**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:**

I would like to be a part of the Community Safety Advisory Committee because I strongly believe that positive feedback and participation can make a huge difference in our City. I feel that safety within the community should be our top priority.

**Signature**

Tuesday, May 2, 2023



## Boards & Commissions Application

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

**Name** Susan Burgess

**Address** 608 Kelley Dr.  
Everman, TX, 76140

**Phone Number** (817) 991-9546

**Email** smburgess608@gmail.com

**Occupation** Retired

**Interests and/or Hobbies:**

Volunteer at church and travel.

**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:**

I'm concerned about recent activities in our parks and hope to help come up with some solutions.

**Signature**

*Susan Burgess*

Friday, April 28, 2023



# Boards & Commissions Application

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

**Name** Chris McIntire  
**Address** 505 W Trammell  
Everman, TX, 76140  
**Phone Number** (817) 680-6317  
**Email** slappymc827@yahoo.com  
**Occupation** Truck driver

**Interests and/or Hobbies:**  
Coach and president of Everman baseball association

**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:**  
As a resident I would like a say and have input into the safety of the youth of our community

**Signature**

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** 



Friday, April 28, 2023



# Boards & Commissions Application

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

**Name** Herman West

**Address** 713 Windsor Dr  
Everman, TX, 76140

**Phone Number** (817) 360-1121

**Email** mrcomo1957@sbcglobal.net

**Occupation** Retired

**Business Phone** (817) 360-1121

**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:**  
Because I live here in Everman

**Signature** 



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

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**AGENDA TITLE:** City Council Election of a Mayor Pro-Tem  
**MEETING DATE:** 05/16/2023  
**PREPARED BY:** C. W. Spencer

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**RECOMMENDED ACTION:**

No Recommendation

**BACKGROUND INFORMATION:**

In accordance with the Everman City Charter Section 3.03, the City Council shall elect one of its members as Mayor Pro-Tem to serve a 1-year term. This election is typically following the canvassing of votes that in the May Election. There were no ballot items during this last election and therefore are no votes to canvas.

The Mayor shall entertain nominations from the council for the position, followed by a vote.

**FISCAL IMPACT:**

None

**AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS  
ORDINANCE NO. 797**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS BY AMENDING SECTION 19-76 “SPECIAL ORDINANCES PROHIBITING OR REGULATING PARKING OF VEHICLES AT SPECIFIC PLACES ON DESIGNATED STREETS” OF DIVISION 1 “GENERALLY” OF ARTICLE III “STOPPING, STANDING AND PARKING”; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Staff has determined that there is a need for parking regulation to prohibit all parking of vehicles on both sides of Dan Mayer Drive from 8:00 a.m. until 3:45 p.m. on school days; and

**WHEREAS,** the City Council concurs in the recommendation of staff and has determined that the amendment set forth in this ordinance meets that need and is in the best interest of the citizens of the City as it promotes health, safety and the general welfare;

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

**SECTION 1.** The Code of Ordinances of the City of Everman, Texas is hereby amended by amending Section 19-76 “Special ordinances prohibiting or regulating parking of vehicles at specific places on designated streets” of Division 1 “Generally” of Article III “Stopping, Standing and Parking” to read in its entirety as follows:

“Section 19-76 Special ordinances prohibiting or regulating parking of vehicles at specific places on designated streets.

(a) Ordinances prohibiting or regulating parking of vehicles at specific places on designated streets or other public ways of the city are special ordinances, and may not be included in full in this Code; but all such ordinances shall continue in effect until otherwise provided by the city council.

(b) Notwithstanding section (a) of this section, certain areas or portions of the public streets described in this section have been, are hereby, and shall hereafter be set apart, marked, and designated as no parking areas for all vehicles owned by or operated by any person within said areas or portions of said public streets. The parking of any vehicle within any space within the designated area which is or shall be marked “No

Parking” shall be prohibited on each and every day of the year between the hours of 12:01 a.m. and 12:00 midnight, unless another period of time is specified in this section.

(1) It shall be unlawful for any person to stop, stand, leave, or park any motor vehicle from 8:00 a.m. to 3:45 p.m. on official school days along any curb along Dan Meyer Drive between Shelby-Oak Grove Road and Everman Parkway.”

**SECTION 2.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

**SECTION 3.** All ordinances of the City of Everman, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.** This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY ORDAINED, PASSED AND ADOPTED** by the City Council of the City of Everman, Texas, on the \_\_\_\_\_ day of May 2023.

**CITY OF EVERMAN, TEXAS**

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John D. Oliver, Assistant City Attorney  
(051223vwtTM135041)



**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, 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 for taking all actions necessary for establishment, configuration, and operations 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.

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 reduced to 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 (hereinafter defined) 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 revenues available to it, shall annually pay to Everman the amounts set forth hereinbelow 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 the provisions set forth in 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 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 an instrument 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.** This Agreement may not be assigned by any party without the prior written consent of the other party.

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 parties have executed this Agreement on the date(s) set forth below.

**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:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ashley Dierker, City Attorney

\_\_\_\_\_  
John Oliver, Asst. City Attorney  
(111122vwtTM132356)



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

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**AGENDA TITLE:** Interlocal Agreement for 9-1-1 Communications Center and Dispatch Services between the City of Everman, Texas and the City of Blue Mound, Texas.

**MEETING DATE:** 05/16/2023

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

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**RECOMMENDED ACTION:**

Approval

**BACKGROUND INFORMATION:**

The City of Blue Mound is requesting that the City of Everman provide Fire Dispatch Services for the Blue Mound Fire Department. The attached Interlocal Agreement is similar to those previously approved agreements. The call volume and incident impact of Blue Mound is not expected to increase staffing needs within the department. It is recommended that the City Council approve the Interlocal Agreement.

**FISCAL IMPACT**

This agreement will increase Dispatch Service Revenue by \$35,000.00 for the first year.