



# EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, February 06, 2024 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. PRESENTATIONS**

- A. Everman Police Department Promotional, Swearing-In, and Badge Pinning Ceremony - Corporal Troy Schrader
- B. Introduction of new Assistant City Attorney - Lan'Tiqua Burks

**5. CITIZEN'S COMMENTS**

**6. DISCUSSION ITEMS**

- A. Notice by Waste Connections, Inc - Price adjustment based on Consumer Price Index (CPI) Solid Waste Contract Section 12.A.
- B. Staff Report - Capital Improvement Plan
- C. Staff Report - South Race Street Infrastructure Improvement Project

**7. CONSIDERATION AND POSSIBLE ACTION**

- A. Consider and make necessary appointments or removals to the Senior Citizen Advisory Board
- B. ORDINANCE # 805 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS, CHAPTER 2 "ADMINISTRATION", ARTICLE II "COUNCIL", BY AMENDING SECTION 2-21 "MEETINGS", SUBSECTION (a); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE .
- C. ORDINANCE # 806 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2024 IN THE CITY OF EVERMAN FOR THE PURPOSE OF ELECTING THE MAYOR, COUNCILMEMBER PLACE 2, COUNCILMEMBER PLACE 4, AND COUNCILMEMBER PLACE 6; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH TARRANT COUNTY ELECTIONS DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
- D. ORDINANCE # 807 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS RENAMING THE EVERMAN ANIMAL CONTROL DIVISION AND EVERMAN ANIMAL SHELTER TO MUNICIPAL ANIMAL SERVICES AND ADOPTING A LOGO FOR THE SAME; PROVIDING

FOR THE AUTHORIZED USE OF THE MUNICIPAL ANIMAL SERVICES  
LOGO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- E.** ORDINANCE # 808 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS BY AMENDING CHAPTER 3, "ANIMALS AND ANIMAL CONTROL REGULATIONS" TO ADD A NEW ARTICLE X "ANIMAL SHELTER ADVISORY COMMITTEE" ESTABLISHING THE ANIMAL SHELTER ADVISORY COMMITTEE; ESTABLISHING TERMS AND RESPONSIBILITIES OF THE COMMITTEE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- F.** RESOLUTION # 2024-02-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.
- G.** RESOLUTION # 2024-02-03 - 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 RENO, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

## **8. CITY MANAGERS REPORT**

## **9. MAYOR'S REPORT**

## **10. 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 February 2, 2024.

/s/ Mindi Parks  
City Secretary

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

*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.*



**WASTE CONNECTIONS INC.**  
*Connect with the Future®*

January 10, 2024  
City of Everman  
Attn: Honorable Mayor and Members of Council  
212 N Race St  
Fort Worth, TX 76140

RE: Price Adjustment based on Consumer Price Index (CPI) Solid Waste Contract Section 12.A

Dear Honorable Mayor and Members of Council,

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the community of Everman.

Each year we evaluate the cost of our contract with the city based on the Consumer Price Index (CPI) Solid Waste Contract Section 12.A. Based on the available data, the CPI increase is 6.7%. Per contract we are requesting 6% for 2024's increase.

The billing will show a 6% increase on April's billing.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 817-222-2221 or by email at [Abel.Moreno@wasteconnections.com](mailto:Abel.Moreno@wasteconnections.com) or [Carla.upchurch@wasteconnections.com](mailto:Carla.upchurch@wasteconnections.com).

Best Regards,

Carla Upchurch  
Billing  
Waste Connections of TX  
[Carla.upchurch@wasteconnections.com](mailto:Carla.upchurch@wasteconnections.com)

Abel Moreno  
District Manager  
Waste Connections of TX  
[Abel.moreno@wasteconnections.com](mailto:Abel.moreno@wasteconnections.com)

Section 6, ItemA.

Consumer Price Index for All Urban Consumers (CPI-U)  
Original Data Value

Series Id: CUSR0000SEHG02  
Seasonally Adjusted  
Series Title: Garbage and trash collection in U.S. city average, all  
Area: U.S. city average  
Item: Garbage and trash collection  
Base Period: DECEMBER 1983=100  
Years: 2018 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935		
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708		
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190		
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538		
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185		
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631			

Section 6, ItemA.

Consumer Price Index for All Urban Consumers (CPI-U)  
12-Month Percent Change

Series Id: CUSR0000SEHG02  
Seasonally Adjusted  
Series Title: Garbage and trash collection in U.S. city average, all  
Area: U.S. city average  
Item: Garbage and trash collection  
Base Period: DECEMBER 1983=100  
Years: 2022 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2022	4.0	4.1	4.3	4.6	5.4	5.9	5.2	4.6	5.3	5.8	6.6	6.1		
2023	7.0	6.9	6.7	6.9	7.9	7.7	8.8	8.9	6.9	6.5	6.7			



# CITY OF EVERMAN

212 North Race Street Everman, TX 76140

## STAFF REPORT

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**AGENDA TITLE:** Consider Appointment of Judith Graham to the Senior Citizen Advisory Board

**MEETING DATE:** 11/29/2023

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

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**RECOMMENDED ACTION:**

Approval

**BACKGROUND INFORMATION:**

Judith Graham had applied to the Senior Citizen Advisory Board several months ago. There were no vacancies at that time on the board. This appointment is recommended following the approved resignation of Doreen Seals.

**FISCAL IMPACT:**

None

CITY OF EVERMAN

ORDINANCE NO. 805

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS, CHAPTER 2 “ADMINISTRATION”, ARTICLE II “COUNCIL”, BY AMENDING SECTION 2-21 “MEETINGS”, SUBSECTION (a); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE .**

**WHEREAS**, Section 3.08 of the Home Rule Charter provides that the City Council shall hold at least one regular meeting each month with the time and place of that meeting to be established by ordinance or resolution; and

**WHEREAS**, in accordance with the Charter, the City Council previously adopted an ordinance, codified at section 2-21 which was subsequently amended by Ordinance 776 on December 14, 2021 to provide that the Council shall hold its regular monthly meeting on the first and third Tuesdays of each month at 6:30 p.m.; and; and

**WHEREAS**, the City Council of the City of Everman, Texas, has determined that it is in the best interest of the City and serves the general welfare of the citizens to amend the Code of Ordinances to change the date and time that regular Council meetings shall be held;

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

**SECTION 1:** That the Code of Ordinances of the City of Everman, Texas is hereby amended at Chapter 2 “Administration”, Article II “Council”, by amending Section 2-21 “Meetings” .02.001 “Meetings”, Subsection (a) to read as follows:

**“CHAPTER 2 ADMINISTRATION**

**. . .**

**ARTICLE II COUNCIL**

**Sec. 2-21 - Meetings.**



(a) The city council shall hold regular meetings on the \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ of each month at 6:30 p.m. and may hold as many additional  
meetings and workshops as it deems necessary to transact business.

....”

**SECTION 2:** All ordinances, orders, or resolutions heretofore pass and adopted  
by the City Council of the City of Everman, Tarrant County, Texas are hereby repealed to  
the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict  
herewith.

**SECTION 3:** 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 5.** This ordinance shall be effective from and after its passage.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of  
Everman, Tarrant County, Texas this the \_\_\_\_ day of February, 2024.

APPROVED:

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

ATTEST:

APPROVED AS TO FORM:



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

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
4877-5015-6699, v. 1

## ORDINANCE 806

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2024 IN THE CITY OF EVERMAN FOR THE PURPOSE OF ELECTING THE MAYOR, COUNCILMEMBER PLACE 2, COUNCILMEMBER PLACE 4, AND COUNCILMEMBER PLACE 6; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH TARRANT COUNTY ELECTIONS DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Everman, Texas, a General City Election for municipal officers shall be conducted on the first Saturday in May, 2024; and

**WHEREAS**, the City Council desires to enter into a Joint Election Agreement and Election Services Contract with Tarrant County Elections Department and other political subdivisions to conduct a Joint Election for the benefit of the City and its citizens.

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

**SECTION 1. General Election Called and Ordered.** A General Election for municipal officers is hereby ordered to be conducted on May 4, 2024, at which election all qualified voters of the City may vote for the purpose of electing a person to serve in the offices of the Mayor, Councilmember for Place 2, Councilmember for Place 4, and Councilmember for Place 6.

**SECTION 2. Term of Office.** In accordance with the City Charter, the candidate for each office receiving a plurality of all votes cast for the office shall be declared elected to a four-year term beginning May 2024 and ending May 2028 or until a successor is duly elected and qualified.

**SECTION 3. Publication and Posting of Notice.** The City Secretary is hereby directed to cause notice to be given of said election by publication in the official newspaper of the City of Everman, Texas, not earlier than the 30th day or later than the 10th day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice. Notice shall be posted on the bulletin board used to post notice of City Council meetings no later than the 21st day before election day in accordance with Texas Election Code Section 4.003 and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with the Texas Election Code. Notice

shall also be posted to the City's website in accordance with the Government Code.

**SECTION 4. Application for Place on the Ballot.** The first day for a candidate to file an application for a place on the ballot with the City Secretary for the General Election is no earlier than January 17, 2024, at 9 a.m., with the last day for filing to be no later than February 16, 2024, at 5:00 p.m., in accordance with Sections 143-006 and 143-007 of the Election Code.

**SECTION 5. Joint Election Agreement and Election Services Contract Authorized.** The City Manager is hereby authorized to negotiate and execute a Joint Election Agreement and the Election Services Contract (the “Contract”) with Tarrant County for the conduct of a Joint Election to be held Saturday, May 4, 2024. The City Manager shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Contract and the Texas Elections Code.

**SECTION 6. Appointment of Election Judge and Alternate Election Judge.** The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed by Tarrant County as indicated in the Contract and authorized by Chapter 271 of the Texas Election Code.

**SECTION 7. Election Day Polling Place.** The Election Day polling place for the general election shall be at any designated polling location in Tarrant County between the hours of 7:00 a.m. and 7:00 p.m. I

**SECTION 8. Early Voting:** The Tarrant County Elections Administrator, acting pursuant to Texas Government Code section 601.002 (“Elections Administrator”) is hereby designated as the Early Voting Clerk for the election, as so indicated in the Contract. Deputy Early Voting Clerks shall be appointed as needed to process early voting mail and to conduct early voting by personal appearance at branch locations. An Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.001 of the Texas Election Code, The Early Voting Ballot Board shall be members appointed in the manner stated in the agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Board shall be the election officials listed in the agreement.

- a. Early voting by personal appearance.** Early voting by personal appearance shall commence April 22, 2024 and shall continue until April 30, 2024 at the locations established by Tarrant County on the dates and times as follows or as may be amended by Tarrant County:

April 22 – April 26	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 27	Saturday	7:00 a.m. – 7:00 p.m.
April 28	Sunday	10:00 a.m. – 4:00 p.m.

April 29 – April 30    Monday – Tuesday    7:00 a.m. – 7:00 p.m.

The main early voting location shall be at:

Tarrant County Elections  
2700 Premier Street  
Fort Worth, Texas 76111  
[electionsinfo@tarrantcountytx.gov](mailto:electionsinfo@tarrantcountytx.gov)  
[www.tarrantcounty.com](http://www.tarrantcounty.com)  
817-831-8683

Early voting location in Everman shall be located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**b. Early voting by mail.** The Elections Administrator shall be responsible for the Early Voting applications and ballots. Applications for ballot by mail shall be mailed to:

**Mailing address:**  
Tarrant County Elections  
Post Office Box 961011  
Fort Worth, Texas 76161-0011  
Attention: Early Voting Clerk

**Physical address:**  
Tarrant County Elections  
2700 Premier Street  
Fort Worth, Texas 76111-3011

**Telephone:** 817-831-8683

**Email address:** [votebymail@tarrantcountytx.gov](mailto:votebymail@tarrantcountytx.gov)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on April 23, 2024.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on April 23, 2024.

**SECTION 9. Runoff Election.** Should a run-off election become necessary, the Tarrant County Elections Department will conduct the run-off election on June 15, 2024. In the event any candidate for any one of said offices fails to receive a plurality of all votes cast for all the candidates for such office, a run-off election shall be called as provided for by the agreement. The polling place on Election Day for the runoff election shall be at the same polling places as those of the original election and the hours of voting shall be

between 7:00 a.m. and 7:00 p.m. Early voting by personal appearance shall be held at the same locations as set out in Section 8 on the dates and times as follows or as may be amended by Tarrant County:

June 3 – June 7	Monday – Friday	8:00 a.m. – 5:00 p.m.
June 8	Saturday -	7:00 a.m. – 7:00 p.m.
June 9	Sunday -	10:00 a.m. – 4:00 p.m.
June 10 – June 11	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

**SECTION 9. Necessary Actions.** The City Manager and the City Secretary, in consultation with the City Attorney as may be necessary, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Elections Code and the Contract in conducting the election, whether or not expressly authorized herein. The City Secretary is also hereby authorized to appoint person(s) as appropriate to perform duties relating to this election in her absence, including, but not limited to, acceptance of candidate filings, in accordance with the Texas Election Code.

**SECTION 10.** All provisions of the Code of Ordinances of the City of Everman, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 11.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 12.** This ordinance shall take effect immediately from and after its passage and publication of the caption, as the law and Charter in such case provide.

**IT IS ACCORDINGLY SO ORDAINED.**

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS ON THIS THE \_\_\_\_ DAY OF FEBRUARY, 2024.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_

Mindi Parks, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lan'Tiqua Burks, Asst. City Attorney  
4856-1744-9889, v. 1

**ORDINANCE 807**

**AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS RENAMING THE EVERMAN ANIMAL CONTROL DIVISION AND EVERMAN ANIMAL SHELTER TO MUNICIPAL ANIMAL SERVICES AND ADOPTING A LOGO FOR THE SAME; PROVIDING FOR THE AUTHORIZED USE OF THE MUNICIPAL ANIMAL SERVICES LOGO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Everman provides animal control services, including provision of animal shelter facilities and services, for residents of the City of Everman and, by interlocal agreement, surrounding communities; and

**WHEREAS**, to reflect the scope of facilities and services provided, City staff has recommended the renaming of the Everman Animal Control Division and the Everman Animal Shelter to Municipal Animal Services; and

**WHEREAS**, in connection with the recommended renaming, staff has further recommended adoption of an official logo for the Municipal Animal Services; and

**WHEREAS**, the Everman City Council finds it to be in the best interest of the City to authorize the requested name change and to adopt the requested logo and provide for the authorized use thereof;

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

**SECTION 1.** The Everman Animal Control Division and the Everman Animal Shelter are hereby renamed and shall be known as Municipal Animal Services. Said Municipal Animal Services may be referred to simply as “Municipal Animal Services” or, when legally required, as Everman Animal Control Division or Everman Animal Shelter “doing business as Municipal Animal Services” or Everman Animal Control Division or Everman Animal Shelter “otherwise referred to as Municipal Animal Services.”

**SECTION 2.** An official logo of the Municipal Animal Services, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference, is hereby adopted.

**SECTION 3.** The City Manager, City Secretary, and Director of Municipal Animal Services shall be authorized to affix or authorize the affixing of the Municipal Animal Services logo or a facsimile or reproduction thereof to all certificates and documents as may be required by law and for official Municipal Animal Services business and such other appropriate uses that further the operations of the Municipal Animal Services as may be authorized in writing by the City Manager or the City Manager’s designee. Except as provided herein, no person shall make, use, employ, print, publish or make use of the official logo of the Municipal Animal Services or any facsimile or reproduction thereof or make or use any logo which is an imitation of or may be mistaken for the Municipal Animal Services logo. Use of the Municipal Animal Services logo is further subject to the following:

- (a) City officers and employees who have received authorization from the City Manager, City Secretary or Director of Municipal Animal Services may use stationery, printed materials, and other articles bearing the Municipal Animal Services logo or a facsimile or reproduction thereof while acting within the scope of their office or employment.
- (b) No person, including any elected or appointed officer of the City, may use the Municipal Animal Services logo or facsimile thereof in any correspondence or other printed materials distributed in favor of or against any ballot measure or in favor of or against any candidate for public office.
- (c) Outside entities or agencies may request use, for a limited time, of the Municipal Animal Services logo for events co-hosted or supported by the City. All such requests must be submitted in writing to the City Manager or the City Manager’s designee, who has the sole discretion to approve or deny such requests in writing, and to promulgate the manner, timing, and format of such requests and uses.

**SECTION 4.** All provisions of the Code of Ordinances, City of Everman, Texas in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions



of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances, City of Everman, Texas

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and publication as the law and charter in such cases provide.

**DULY PASSED** by the City of Everman City Council on the \_\_\_\_\_ day of February, 2024.

**APPROVED:**

\_\_\_\_\_  
RAY RICHARDSON, MAYOR

**ATTEST:**

\_\_\_\_\_  
MINDI PARKS, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lan'Tiqua Burks, Asst. City Attorney

EXHIBIT A  
Municipal Animal Services Logo



**ORDINANCE NO. 808**

**AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS BY AMENDING CHAPTER 3, “ANIMALS AND ANIMAL CONTROL REGULATIONS” TO ADD A NEW ARTICLE X “ANIMAL SHELTER ADVISORY COMMITTEE” ESTABLISHING THE ANIMAL SHELTER ADVISORY COMMITTEE; ESTABLISHING TERMS AND RESPONSIBILITIES OF THE COMMITTEE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Code of Ordinances of the City of Everman, Texas, be, and the same is hereby amended by amending Chapter 3, “Animals and Animal Control Regulations” to add a new Article X “Animal Shelter Advisory Committee” to read as follows:

**“ARTICLE X. ANIMAL SHELTER ADVISORY COMMISSION**

**Sec. 3-213. Creation.**

An animal shelter advisory commission is hereby created to assist the city and its health department in communicating awareness to the citizens of Everman and to the citizens of Forest Hill, as a neighboring city served by Everman’s Animal Control Services, regarding the services, procedures, and compliance with state regulations concerning the operation of animal shelters. The commission shall be advisory in nature and shall not have any responsibility or authority over any Committee, commission, public official or employee of the city.

**Sec. 3-214. Composition.**

The animal shelter advisory commission shall consist of seven (7) members appointed by the city council consisting of one (1) licensed veterinarian; one (1) City of Everman municipal official; one (1) City of Forest Hill municipal official; one (1) person whose duties include the daily operation of an animal shelter; one (1) representative from an animal welfare organization, one (1) citizen who is a resident of the City of Everman and one (1) citizen who is a resident of the City of Forest Hill. The City of Forest Hill municipal officer and citizen of the City of Forest Hill commission members shall be nominated by the City Council of the City of Forest Hill. If, at any time, the City of Everman ceases to provide animal control services to the City of Forest Hill, the

membership of the City of Forest Hill municipal official and City of Forest Hill resident on the Animal Shelter Advisory Commission shall terminate immediately without further action by the City Council.

**Sec. 3-215. Terms.**

The members shall be appointed by the city council for a term of two years and shall serve until their successor is appointed. To provide for staggered terms of office, the licensed veterinarian, the two municipal officials, and the person whose duties include the daily operation of an animal shelter shall be appointed for two (2) year terms and the representative from an animal welfare organization and the two citizens who are resident of Everman and Forest Hill shall be initially appointed for one (1) year terms. All subsequent appointments shall be for terms of two (2) years. The city council shall appoint the chairperson and a vice chairperson. The members of the animal shelter advisory commission may be removed at any time by the city council with or without cause.

**Sec. 3-216. Meetings; quorum.**

The animal shelter advisory commission shall meet at least three (3) times per year. Meetings shall be called as needed by the chairperson or vice chairperson of the commission. A simple majority of the commission shall constitute a quorum. A vote of the simple majority of the quorum shall be required for any action taken by the commission.

**Sec. 3-217. Responsibilities.**

The commission shall assist the Animal Services Department of the City in complying with requirements of Texas Health and Safety Code Chapter 823 and other applicable state and local laws by submitting recommendations to the Animal Services Department. The commission shall perform such other duties as the city council may prescribe by resolution or ordinance.”

**SECTION 2.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal or invalid.

**SECTION 3.** All provisions of the ordinances of the City of Everman in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Everman 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 case provide.

**DULY PASSED** by the City Council of the City of Everman, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
**RAY RICHADSON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MINDI PARKS, CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LAN'TIQUA BURKS, ASST. CITY ATTORNEY**  
4882-8727-7983, v. 1

RESOLUTION NO. 2024-02-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the City of Everman is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents (\$0.10) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

## I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Everman and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Lan’Tiqua Burks, Asst. City Attorney

CITY OF EVERMAN, TEXAS  
RESOLUTION NO. 2024-02-03

**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 RENO, 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 Reno, Texas has requested that Everman provide emergency 9-1-1 communications and dispatch services to Reno; 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 Reno 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 Reno, 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 February, 2024

**APPROVED:**

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

**ATTEST:**

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



**APPROVED AS TO FORM:**

---

Lan'Tiqua Burks, Asst. City Attorney  
(051923vwtTM135152)

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

STATE OF TEXAS           §  
                                         §       **INTERLOCAL COOPERATION AGREEMENT**  
COUNTY OF TARRANT §

This Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“Agreement”) is entered into by and between the City of Everman, Texas, a home-rule municipal corporation (“Everman”) and the City of Reno, Texas, a home-rule municipal corporation (“Reno”) by and through their authorized representatives. Everman and Reno are at times each referred to herein as a “Party” or collectively as the “Parties.”

**RECITALS:**

**WHEREAS,** Everman has established a comprehensive regional public safety and public service communications and dispatch center (“Communications Center”); and

**WHEREAS,** Everman’s Communications Center is equipped with radio, telephone and data equipment and is designated as an emergency 9-1-1 communications Public Safety Answering Point (“PSAP”); and

**WHEREAS,** Everman currently has equipment and operator capacity above and beyond the immediate needs of Everman and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

**WHEREAS,** Everman has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

**WHEREAS,** Reno has requested that Everman provide emergency 9-1-1 communications and dispatch services to Reno, and Everman has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006 of the Texas Government Code, as amended; and

**WHEREAS,** the provision of emergency 9-1-1 communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the Parties; and

**WHEREAS,** Everman and Reno deem it to be in the best interest of both Parties to enter into this Agreement; and

**WHEREAS,** each Party paying for the performance of governmental functions or services will make payments from current revenues available to the paying Party and all payments are in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein,

Everman and Reno hereby agree as follows:

## **Article I Performance of Services**

1.1 Everman shall provide to Reno, 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, Reno 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 Reno's operations.

1.2 Reno 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, Reno agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Reno employees and agents. It is also the responsibility of Reno 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 Reno agree to provide complete and adequate training to personnel selected by Reno 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 Reno 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 Reno.

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 Reno, 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, Reno 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 Reno annexes additional territory into its corporate limits and/or increases the area the Reno services. Immediately upon the completion of any annexation proceedings, Reno 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 Reno, 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. Reno 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. This Agreement shall terminate if funds are not appropriated by the City Council of Reno in the annual Reno budget.

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 Reno 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 Reno's payment due for the then-current term, Reno 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 Reno, to:	City of Reno Attn: Mayor 195 W Reno Rd Azle, Texas 76020
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 Reno 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 Reno 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 Reno; 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 Reno 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, Reno 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 RENO, TEXAS

CITY OF EVERMAN, TEXAS

\_\_\_\_\_  
Hector Bas, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Craig Spencer, City Manager  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Rebekka Roberts, Interim City Secretary

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Lan'Tiqua Burks, Asst. City Attorney  
(051923vwtTM135151)