



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, September 26, 2023 at 6:30 PM

213 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Financials

July 2023

August 2023

B. Minutes

July 11, 2023 Regular Council Meeting Minutes

July 18, 2023 Council Workshop Meeting Minutes

July 18, 2023 Regular Council Meeting Minutes

July 21, 2023 Council Workshop Meeting Minutes

August 1, 2023 Council Workshop Meeting Minutes

August 1, 2023 Regular Council Meeting Minutes

August 15, 2023 Regular Council Meeting Minutes

August 22, 2023 Special Council Meeting Minutes

5. PRESENTATIONS

A. Swearing In Ceremony - Everman Police Officer Cornelio Cristobal

B. Proclamation - Declaring October 5, 2023 as Everman Teachers' Day

C. Proclamation - National Night Out

D. Proclamation - Fire Prevention Week

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

- A. Staff Report - Water System Resiliency and Backup Power
- B. Staff Report - Events
- C. Staff Report - Public Library

8. CONSIDERATION AND POSSIBLE ACTION

- A.** RESOLUTION #2023-09-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JDB TOWING, LLC, A TEXAS LIMITED LIABILITY COMPANY DOING BUSINESS AS BEARD'S TOWING, FOR WRECKER AND IMPOUND SERVICES; AND PROVIDING AN EFFECTIVE DATE.
- B.** RESOLUTION #2023-09-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN, TEXAS AND THE CITY OF FOREST HILL, TEXAS FOR RABIES CONTROL AND THE SHARED USE OF THE CITY OF EVERMAN ANIMAL SHELTER; AND PROVIDING AN EFFECTIVE
- C.** RESOLUTION #2023-09-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES WITH THE CITY OF FOREST HILL, TEXAS; AND PROVIDING AN EFFECTIVE
- D.** RESOLUTION #2023-09-04 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING EXECUTION OF INTERLOCAL COOPERATION ESTABLISHING CONCURRENT LAW ENFORCEMENT JURISDICTION BETWEEN THE CITIES OF EVERMAN AND FOREST HILL; AND PROVIDING AN EFFECTIVE
- E.** Discuss and take necessary action to remove and appoint members of the Senior Citizen Advisory Committee

9. EXECUTIVE SESSION

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 September 22, 2023.

/s/ Mindi Parks
City Secretary

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

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

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

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

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EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, July 11, 2023 at 6:30 PM

212 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor called meeting at 6:31pm.

PRESENT

Place 1 Linda Sanders

Place 2 Carolyn Renfro

Place 3 Johnnie Allen

Place 4; Mayor Pro-Tem Susan Mackey

Place 5 Judy Sellers

Place 6 Miriam Davila

Mayor Ray Richardson

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CITIZEN'S COMMENTS

Crystal was the first speaker to address the council to speak on behalf of the Library.

Vicky Garza addressed the council to speak on behalf of the Library.

Doreen Seals addressed the council on behalf of the Library.

Richard Isarraraz addressed the council to speak his opinion on the Library.

Mary Nateros addressed the council on the Library.

Jeannine Baxter addressed the council on the Library.

That completes the Citizens Comments.

5. Consent Agenda

A. Financials

May

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers.
 Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 4; Mayor Pro-Tem Mackey, Place 5
 Sellers, Place 6 Davila, Mayor Richardson
 Voting Nay: Place 3 Allen

Motion Carried.

6. DISCUSSION ITEMS

A. Review and Reminder of Budget Workshop Calendar

Finance Director Helgesen and City Manager Spencer reviewed and discussed the calendar that has previously been given to the council for the Budget Workshop meetings and there were no changes made to this calendar and it will stay as is.

7. CONSIDERATION AND POSSIBLE ACTION

A. Resolution #2023-06-04 - A RESOLUTION OF THE CITY OF EVERMAN, TEXAS PERMANENTLY CLOSING THE EVERMAN PUBLIC LIBRARY AND DECLARING CERTAIN CITY LIBRARY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE, DONATE, AND/OR DISPOSE OF IT IN ACCORDANCE WITH STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 1 Sanders.
 Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 4; Mayor Pro-Tem Mackey, Place 5
 Sellers, Place 6 Davila, Mayor Richardson
 Voting Nay: Place 3 Allen

Motion Carried.

B. Resolution #2023-06-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH THE FOREST HILL PUBLIC LIBRARY DISTRICT REGARDING THE PROVISION OF LIBRARY SERVICES; AND PROVIDING AN EFFECTIVE DATE

Motion made by Place 5 Sellers, Seconded by Place 6 Davila.
 Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey,
 Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

C. Resolution #2023-07-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FOREST HILL, TEXAS AND THE CITY OF EVERMAN, TEXAS FOR ANIMAL CONTROL OFFICER SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Place 5 Sellers, Seconded by Place 4; Mayor Pro-Tem Mackey and Place 5
 Sellers made an amended motion and Place 4 Mayor Pro-Tem made an amended second to
 approve with the City of Everman in the heading,
 Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey,
 Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

- D. Resolution # 2023-07-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING A SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT WITH THE EVERMAN INDEPENDENT SCHOOL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 6 Davila, Seconded by Place 5 Sellers.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

8. EXECUTIVE SESSION

9. CITY MANAGERS REPORT

Craig wanted to update the council, that the Everman Officer's will be joining Forest Hill Officer's playing Basketball one night a week with the kids at the High School and this is part of the Anticrime Program we have been looking for to get some Youth involvement. This will serve as a Piolet Program to see how it goes and they will be working with a gentleman out of Fort Worth that specializes in these types of Programs with basketball. Craig will report back to council with an update about that at a later date. That is all Craig had to report.

10. MAYOR'S REPORT

TXT DOT moving them out their building. Mayor is on the Tarrant County 911 Board and currently TXT Dot is moving them out of their current building and the Board has found a building in Haslett, that they already in the process of purchasing for \$10.5 Million dollars. This is a much bigger facility and that's what they needed since they are growing out of the current one anyway. That is all the Mayor has

11. ADJOURN

Mayor adjourned the meeting at 7:23pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday July 7, 2023.

/s/ Mindi Parks
City Secretary

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- 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.

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EVERMAN CITY COUNCIL WORKSHOP

Tuesday, July 18, 2023 at 5:00 PM

213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor called meeting to order at 5:11pm.

PRESENT

Mayor Ray Richardson

Place 1 Linda Sanders

Place 3 Johnnie Allen

Place 4; Mayor Pro-Tem Susan Mackey

Place 5 Judy Sellers

ABSENT:

Council Member, Place 2 Carolyn Renfro

Council Member, Place 6 Miriam Davila

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

We had no citizens comments.

7. DISCUSSION ITEMS

- A. Budget Workshop: Payroll and Benefits, Water & Sewer Fund and Special Revenue Expenditures

City Manager and Finance Director reviewed and discussed the Payroll and Benefits, Water & Sewer Fund and Special Revenue Expenditures as related to the Proposed Budget.

8. CONSIDERATION AND POSSIBLE ACTION

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

11. MAYOR'S REPORT

12. ADJOURN

Mayor adjourned the meeting at 6:14pm.

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

/s/ Mindi Parks
City Secretary

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EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, July 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.

PRESENT

Place 1 Linda Sanders

Place 3 Johnnie Allen

Place 4; Mayor Pro-Tem Susan Mackey

Place 5 Judy Sellers

Mayor Ray Richardson

ABSENT

Place 2 Carolyn Renfro

Place 6 Miriam Davila

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

June 6, 2023 Regular Council Meeting Minutes

June 20, 2023 Regular Council Meeting Minutes

Motion made by Place 5 Sellers, Seconded by Place 4; Mayor Pro-Tem Mackey.

Voting Yea: Place 1 Sanders, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Voting Nay: Place 3 Allen

Motion Carried.

B. Financials

June 2023

Motion made by Place 5 Sellers, Seconded by Place 4; Mayor Pro-Tem Mackey.

Voting Yea: Place 1 Sanders, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Voting Nay: Place 3 Allen

Motion Carried.

5. PRESENTATIONS

A. Administration of Oath of Office for Officer Cliff Thrasher

Craig Spencer administered the Oath of Office to Cliff Thrasher.

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

8. CONSIDERATION AND POSSIBLE ACTION

A. Consideration of approval for various job descriptions for the City Employees

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 1 Sanders to approve Accounting Clerk Position

Voting Yea: Place 1 Sanders, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Voting Nay: Place 3 Allen

Motion Carried.

Motion made by Place 5; Sellers, Seconded by Place 1 Sanders to approve Records Clerk Position

Voting Yea: Place 1 Sanders, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Voting Nay: Place 3 Allen

Motion Carried.

Motion made by Place 5; Sellers, Seconded by Place 4 Mayor Pro-Tem Mackey to approve Events Coordinator Position.

Voting Yea: Place 1 Sanders, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Voting Nay: Place 3 Allen

Motion Carried.

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

Craig wanted to remind council about the National Fitness Court ribbon cutting tomorrow at 10am. Staff has been supporting Susanne as much as they can for Budget. That is all Craig had to report.

11. MAYOR'S REPORT

Reminder for council about the Budget Meeting Friday, at 1pm. That is all Mayor had to report.

12. ADJOURN

Mayor adjourned meeting at 6:45pm.

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

/s/ Mindi Parks
City Secretary

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EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, August 01, 2023 at 6:30 PM

213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor called meeting to order at 6:30pm.

PRESENT

Place 1 Linda Sanders

Place 3 Johnnie Allen

Place 4; Mayor Pro-Tem Susan Mackey

Place 5 Judy Sellers

Place 6 Miriam Davila

Mayor Ray Richardson

ABSENT:

Council Member, Place 2 Carolyn Renfro

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

A. Forest Hill Drive Study Presentation

City Manager, Craig Spencer presented and discussed some updates and plans from NCTCOG for the Forest Hill Drive Study. He presented a slide show to the council also with some details to this project.

6. CITIZEN'S COMMENTS

Helen Collins with the Morning Star Prayer Center presented to council about doing a giveaway in the city at the Civic Center. This would not require anyone to get out their vehicle and would be a very organized giveaway. The items that she is going to be giving away could be from freezers to ice makers, to diapers. There is a number of different things that will be given away. She explained more to council on the operation and her background of her foundation and gave them her contact information.

Michael Gee spoke to council in favor of the giveaway that Helen Collins with the Morning Star Prayer Center wants to host here at the Civic Center.

7. DISCUSSION ITEMS

- A. Ordinance 799 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE EVERMAN CODE OF ORDINANCES CHAPTER 13 "OFFENSES", ARTICLE II "MINORS", BY REPEALING DIVISION 2 "CURFEW FOR MINORS"; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

City Manager, Craig Spencer explained this Ordinance to council and let them know they will be adopting this ordinance on the next Regular Council meeting.

- B. Discussion related to the potential creation of a storm water utility in the City of Everman.

City Manager, Craig Spencer discussed with council the consideration of drainage improvements in the city with the creation of a storm water utility in the City of Everman. Council gave Craig consensus on perusing this to see if this is something the city would like to do.

- C. Discussion related to the acquisition of public safety portable radios for Police and Fire Departments through a Motorola Lease Payment option.

City Manager, Craig Spencer had a discussion with council on the acquisition of public safety portable radios for Police and Fire Departments through a Motorola Lease Payment option. This would allow them to use the radios now but start the payments for the lease of the radios for \$55,000 a year for 7 years, would start in October 2024. Council discussed this option and would like to give Craig consensus to move forward with this Lease option. This will be on a further Regular Council meeting for approval.

8. CONSIDERATION AND POSSIBLE ACTION

- A. Ordinance # 800 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS AMENDING THE CODE OF ORDINANCES BY REVISING THE FEE SCHEDULE OF THE CITY FOR LICENSES, PERMITS OR OTHER SERVICES OF THE CITY WHERE REQUIRED BY ORDINANCE, RESOLUTION OR ORDER; PROVIDING THAT FUTURE REVISIONS OF THE FEE SCHEDULE SHALL BE PERMITTED BY ORDINANCE OF THE CITY COUNCIL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 5 Sellers, Seconded by Place 4; Mayor Pro-Tem Mackey.
Voting Yea: Place 1 Sanders, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

9. EXECUTIVE SESSION

- A. The City Council will convene into closed executive session pursuant to Texas Government Code section 551071 – Consultation with City Attorney – to receive legal advice regarding pending or contemplated litigation to wit: Notice of Claim related to June 24, 2023 Celebrate America Festival event.

Opened at 7:22pm.

Closed at 7:37pm.

No action taken.

10. CITY MANAGERS REPORT

Craig just mentioned the National Night Out and the Halloween event coming up and just waiting on the SRO's contract to see where that is at in the next weeks coming up. He had nothing else to report.

11. MAYOR'S REPORT

Sent email on City Managers evaluation and to get it in on the due date. Send to Mayor and Jennifer when complete. Mayor had nothing else to update.

12. ADJOURN

Mayor adjourned the meeting at 7:39pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday July 28, 2023.

/s/ Mindi Parks
City Secretary

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EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, August 15, 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.

PRESENT

Place 1 Linda Sanders

Place 2 Carolyn Renfro

Place 3 Johnnie Allen

Place 4; Mayor Pro-Tem Susan Mackey

Place 5 Judy Sellers

Mayor Ray Richardson

ABSENT

Place 6 Miriam Davila

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

A. Promotional Ceremony - Tarrant County Regional Communications Supervisors

Beverly announced to council and wanted to introduce her new Supervisor's for Dispatch on the Fire and Police side. The new Dispatch Supervisor for the Police side is Wendy McGarry and Randy Harris is the Fire Dispatch side that was present for the meeting and got up and introduced himself.

6. CITIZEN'S COMMENTS

- A. PUBLIC HEARING: Fiscal Year 2023 - 2024 Budget. This budget will raise more total property taxes than last year's budget by \$165,741 or 5.53% and of that amount \$11,408 is tax revenue to be raised from new property added to the tax roll this year. The purpose of this public hearing is to receive public comment regarding the proposed budget.

Mayor opened up the Public Hearing at 6:35pm for public comment. City Manager, Craig Spencer discussed what this Budget is and the impact on the city and the tax rate. There were no citizen comments. Snap is in the Budget. Grant fund for the Marc Veasy monies, \$400,000

and this wont be in the Budget until we will receive this. The new street equipment has also been added to this Budget. Mayor closed the public hearing at 6:51pm.

- B. PUBLIC HEARING: Notice of Tax Increase - A tax rate of \$1.036080 per \$100 valuation has been proposed by the governing body of the City of Everman. The purpose of this public hearing is to receive public comment on the proposed tax rate.

Mayor opened up the Public Hearing to hear public comments at 6:52pm. City Manager Craig Spencer explained the Tax rate. This is a decrease for our citizens. Tax Rate is proposed at \$1.036080. There were no citizens comments on this Public Hearing.

Mayor closed the Public Hearing at 7:00pm.

7. DISCUSSION ITEMS

8. CONSIDERATION AND POSSIBLE ACTION

- A. Resolution #2023-08-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ESTABLISHING A CONCURRENT ENFORCEMENT JURISDICTION INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

- B. Resolution #2023-08-02 - 02A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICES WITH THE CITY OF AZLE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

- C. ORDINANCE #801 - AN ORDINANCE ADOPTING A BUDGET AND APPROPRIATING RESOURCES FOR THE BUDGET YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 APPROVING BUDGET FIGURES FOR FISCAL YEAR 2024; PROVIDING FOR THE FILING OF THE BUDGET AS REQUIRED BY STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 1 Sanders.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson
Voting Nay: Place 3 Allen

Motion Carried.

- D. RESOLUTION 2023-08-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE CITY'S ADOPTED FISCAL YEAR 2023-2024 BUDGET, WHICH IS A BUDGET THAT WILL

REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND PROVIDING AN EFFECTIVE DATE

Motion made by Place 5 Sellers, Seconded by Place 4; Mayor Pro-Tem Mackey.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

- E. ORDINANCE # 802 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

- F. Recommendation of Award from City Engineer - Recommendation to award the 48th Year CDBG contract construction of the Race Street Water Line Improvements project to Atkins Brothers Equipment Company, Inc for the Total Base Bid of \$407,291.00; of which the City of Everman will commit and allocate a total of \$233,155.00 in city funds.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

Holiday September 4th, City Hall will be closed. Capital Improvement Plan is kicking off. Summer Basket Ball Bash has been a big hit and everyone loved it and it will happen again next year. Battle of the Badges is happening again. This is a softball game. This will be a big event and the school district has agreed to use their Baseball field. This will be October 14th at 6pm. The tickets will only be sold at the gate for \$10, and 12 and under are free. These funds raised will go to the Everman Angels, that help Everman families in need.

11. MAYOR'S REPORT

Paper Copy has been given to council of Craigs Evaluation and this will be done September the 5th. Just a reminder.

12. ADJOURN

Mayor adjourned the meeting at 7:24pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday August 11, 2023.

/s/ Mindi Parks
City Secretary

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

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

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

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

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

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

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



EVERMAN CITY COUNCIL WORKSHOP

Tuesday, August 01, 2023 at 5:00 PM

213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

PRESENT

Mayor Ray Richardson

Place 1 Linda Sanders

Place 3 Johnnie Allen

Place 4; Mayor Pro-Tem Susan Mackey

Place 5 Judy Sellers

Absent:

Place 2, Carolyn Renfro

Place 6, Miriam Davila

Mayor Pro-Tem Mackey called meeting at 5:07pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. Budget Workshop: Proposed Tax Rates and Revenues

City Manager and Finance Director reviewed and had discussion on the Proposed Tax Rates and Revenues.

8. CONSIDERATION AND POSSIBLE ACTION

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

11. MAYOR'S REPORT

12. ADJOURN

Mayor adjourned the meeting at 6:11pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday July 28, 2023.

/s/ Mindi Parks
City Secretary

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- 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.

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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.

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EVERMAN CITY COUNCIL SPECIAL MEETING

Tuesday, August 22, 2023 at 5:30 PM
212 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor called meeting to order at 5:30pm.

PRESENT

Place 1 Linda Sanders
Place 4; Mayor Pro-Tem Susan Mackey
Place 5 Judy Sellers
Place 6 Miriam Davila
Mayor Ray Richardson

ABSENT:

Council Member, Place 2 Carolyn Renfro

Council Member, Place 3 Johnnie Allen

2. CITIZEN'S COMMENTS

No citizens present.

3. CONSIDERATION AND POSSIBLE ACTION

- A. Ordinance #803 - AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF EVERMAN, TEXAS, UPON ALL TAXABLE PROPERTY FOR THE TAX YEAR OF 2023 DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE CLAUSE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 1 Sanders.
Voting Yea: Place 1 Sanders, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

4. ADJOURN

Mayor adjourned the meeting at 5:32pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday August 18, 2023.

/s/ Mindi Parks
City Secretary

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- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
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EVERMAN CITY COUNCIL WORKSHOP

Friday, July 21, 2023 at 1:00 PM

213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Meeting called to order at 1: 17pm.

PRESENT

Mayor Ray Richardson

Place 1 Linda Sanders

Place 4; Mayor Pro-Tem Susan Mackey

Place 5 Judy Sellers

Place 6 Miriam Davila

ABSENT:

Council Member, Place 2 Carolyn Renfro

Council Member, Place 3 Johnnie Allen

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

Had no citizen's present.

7. DISCUSSION ITEMS

A. Budget Workshop: General Fund Expenditures

City Manager and Finance Director reviewed the Proposed Budget and had discussion related to General Fund Expenditures.

8. CONSIDERATION AND POSSIBLE ACTION

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

11. MAYOR'S REPORT

12. ADJOURN

Mayor adjourned the meeting at 3:21pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Tuesday July 18, 2023.

/s/ Mindi Parks
City Secretary

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- C. Section 551.073 - Deliberation Regarding Prospective Gift.
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- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

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Proclamation

DECLARING OCTOBER 5, 2023

AS

EVERMAN TEACHERS' DAY

WHEREAS, the City of Everman's future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, our Everman Independent School District teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, #TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and

BE IT PROCLAIMED, BY THE CITY COUNCIL, OF THE CITY OF EVERMAN, that the Everman City Council joins #TeachersCan and its partnering entities across Texas in celebrating World Teachers' Day and proclaims **October 5, 2023 to be Everman Teachers' Day**. The Everman City Council encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or business the week of October 5 as a symbol of support for our educators.

Ray Richardson, Mayor

Date of Enactment



Proclamation

DECLARING OCTOBER 3, 2023

AS

NATIONAL NIGHT OUT

WHEREAS, the National Association of Town Watch (NATW) is sponsoring its 40th annual nationwide crime, drug, and violence prevention program on October 3, 2023 entitled, “National Night Out”; and

WHEREAS, the “40th Annual Night Out” provides a unique opportunity for the Citizens of Everman to join forces with thousands of communities across the State of Texas in promoting cooperative, police-community crime and drug prevention efforts; and

WHEREAS, the “National Night Out” event is a year-long community-building campaign designed to heighten crime prevention awareness; generate support and participation in local anti-crime programs, strengthen neighborhood spirit and police-community partnerships and send a message to criminals to let them know that neighborhoods are organized and are fighting back; and

WHEREAS, the citizens play a vital role in assisting the Everman Police Department through joint crime, drug, and violence prevention efforts.

BE IT PROCLAIMED, BY THE CITY COUNCIL, OF THE CITY OF EVERMAN, that the Everman City Council joins the Everman Police Department and its partnering entities across Texas in crime and drug prevention, and proclaims **OCTOBER 3, 2023** as **NATIONAL NIGHT OUT**. All citizens are encouraged to participate in the event.

Ray Richardson, Mayor

Date of Enactment



Proclamation

FIRE PREVENTION WEEK

WHEREAS, 101 years ago on the 40th anniversary of the Great Chicago Fire, the Fire Marshals Association of North America determined that the anniversary should henceforth be observed in ways to keep the public informed about the importance of fire prevention; and

WHEREAS, home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Administration (NFPA), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Texas residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, the Everman Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2023 Fire Prevention Week theme, “Cooking safety starts with YOU. Pay attention to fire prevention”, effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW THEREFORE, BE IT PROCLAIMED BY THE EVERMAN CITY COUNCIL that October 8-14, 2023 is hereby deemed as Fire Prevention Week in the City of Everman. The City Council urges all citizens to check their kitchens for fire hazards, use safe cooking practices, and support the many public safety activities and efforts of the Everman Fire Department.

Ray Richardson, Mayor

Date of Enactment

CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2023-09-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JDB TOWING, LLC, A TEXAS LIMITED LIABILITY COMPANY DOING BUSINESS AS BEARD’S TOWING, FOR WRECKER AND IMPOUND SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s contract for wrecker services with JDB Towing, LLC, a Texas limited liability company doing business as Beard’s Towing, has expired and the City Administration has diligently reviewed and compared the services and rates of the available service providers; and

WHEREAS, City Administration, having determined that the rates and scope of services presented by JDB Towing, LLC, a Texas limited liability company, doing business as Beard’s Towing, are fair and reasonable and provide the best value for the City, recommends approving and entering into an agreement with JDB Towing in substantially the form of that attached hereto as Exhibit “A”, noting that the effective date for said Agreement will be retroactive to September 1, 2023, inasmuch as Beard’s has continued, after expiration of its contract and during good faith negotiations, to respond to the City’s needs for towing and impound services and should in equity be compensated for such; and

WHEREAS, the City Council of the City of Everman, Texas, finds it to be in the public interest to concur in such recommendation;

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

SECTION 1. The Agreement for Wrecker and Impound Services with JDB Towing, LLC, a Texas limited liability company, doing business as Beard’s Towing, attached hereto and incorporated herein by this reference as Exhibit “A”, is hereby approved and the City Manager is hereby authorized to execute that Agreement on behalf of the City.

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 26th day of September 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney
(062923vwtTM134689)

Exhibit A
[Agreement for Wrecker and Impound Services]

4857-9120-1664, v. 1

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AGREEMENT FOR WRECKER AND IMPOUND SERVICES

1.2. Early Termination: Either Party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other Party and without any further liability one to the other except for City's obligation to pay for services provided by Operator prior to the date of said termination and the obligation of the Parties to perform such duties with respect to vehicles towed and/or stored prior to the date of termination as may be required by law.

1.3 Termination for Default: This Agreement may be terminated by a Party ("the non-defaulting Party") after providing the other Party ("the defaulting Party") written notice of the defaulting Party's failure to comply with the provisions of this Agreement identified in said notice (including a description of the non-compliance) if such non-compliance cannot be or is not corrected to the satisfaction of the non-defaulting Party on or before the 10th day following receipt of the notice of default by the defaulting Party. The failure of a non-defaulting Party to terminate this Agreement following a default by the defaulting Party shall not constitute a waiver of the non-defaulting Party's rights with respect to such default or a waiver of the right to declare a default for the same or similar non-compliance occurring on a later date.

ARTICLE II SCOPE AND DESCRIPTION OF SERVICES

2.1 Grant of Towing Rights: During term of this Agreement, upon request by City, Operator shall be authorized, and hereby agrees, to tow, remove, and store all vehicles required by City to be removed from their stationary location or from public streets or other locations as the result of accidents, arrest, abandonment, or mechanical difficulty, where there is not a request by the person in charge of such vehicle to utilize another provider of such service, and to store such vehicles until either claimed by the owner or other person with authority over the vehicle or auctioned as provided under applicable law ("the Services"). In emergency situations or situations requiring equipment, personnel, or storage facilities that cannot be promptly provided by Operator, City may, at its sole option and in its sole discretion, utilize other wrecker and impound service providers. In the event that Operator is unable to provide wrecker or impound services as requested by the City, Operator shall immediately advise the Chief of Police.

2.2 Duties of Operator Regarding the Services: Operator's provision of the Services to City shall be subject to and in compliance with the following:

A. Operator shall maintain at all times during the term of this Agreement, 24 hours each day of the week, personnel on duty who shall be able to and will respond to (1) a City request for wrecker service as required by this Agreement and (2) a requests for release of vehicles stored or parked on Operator's property.

B. Response Time. Operator shall respond to all calls by City for wrecker service within thirty (30) minutes after the time the call is received by Operator's dispatcher for all requests for service within the City and within forty-five (45) minutes after the call is received by Operator's dispatcher for requests for service within a 1.5 mile radius of the City corporate limits.

C. Operator will conduct the Services in a safe and secure manner and will not subcontract, sublet, or transfer any rights, responsibilities, or duties under this Agreement without the written approval of the City.

D. Operator will not recommend a particular body shop or garage to a vehicle owner or the person with authority over the vehicle and Operator's towing equipment and vehicles will not make reference to any body shop or garage.

E. Disregards. A request for a tow truck/wrecker may be canceled by the City at any time prior to arrival at the requested site and hook up to the vehicle. A request for tow services will not be disregarded by Operator once the tow truck/wrecker has arrived at the scene and hooked up to the vehicle. Operator is solely responsible for the costs of tow/wrecker calls that are cancelled/disregarded by the City. Operator will not tow a vehicle under this Agreement unless there is a representative of the City at the scene.

F. Equipment. Operator will provide the following equipment, maintained in good working order and condition and available for response to City requests for wrecker/tow truck services:

1. Four light-duty wrecker vehicles with a towing capacity of at least 12,000 pounds single capacity, each displaying on exterior sides in letters not less than two inches in height the name, address and telephone number of Operator, and each equipped with the following:
 - a. Power or hand operated winch line and boom or lifting device with a factory capacity of not less than 8,000 pounds single capacity;
 - b. Safety chains, fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a debris container;
 - c. Two-way voice communication equipment for mobile telephone or radio with base station; and
 - d. Overhead flashing emergency lights, visible from 1,000 feet.
2. Two medium-duty wrecker vehicles with a towing capacity of more than 36,001 pounds; each displaying on exterior sides in letters not less than two inches in height the name, address and telephone number of Operator, and each equipped with the following:
 - a. Power or hand operated winch line and boom or lifting device with a factory capacity of not less than 20,000 pounds single capacity;
 - b. Safety chains, fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a debris container;
 - c. Two-way voice communication equipment for mobile telephone or radio with base station; and
 - d. Overhead flashing emergency lights, visible from 1,000 feet.

3. Trailer, tilt-bed vehicle, or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
4. Two 50-ton Heavy Duty Twin Screw Wreckers;
5. One 50-ton Landall Trailer (including sufficient truck tractor);
6. One 75-ton Rotator Wrecker; and
7. One heavy-duty wrecker vehicle with a towing capacity that exceeds 50,000 pounds and that is capable of towing a tractor trailer or larger vehicle (Operator will possess or have immediate access to this equipment).

G. Operator shall remove all vehicles towed pursuant to this Agreement Operator's storage facility located at 4400 E. Loop 820 South, Fort Worth, Texas (the "Storage Facility") or to such other location as directed by City or as Operator and vehicle owner agree. Operator must pay for all expenses related to the Storage Facility (or any other agreed upon storage facility) and must provide security for the grounds and contents.

H. Vehicle storage shall be conducted, and the Storage Facility operated in accordance with applicable regulations of the Texas Department of Licensing and Regulations and the Texas Department of Transportation governing vehicle storage facilities and the following provisions:

- (1) The Storage Facility shall have the capacity for the storage of no fewer than 250 vehicles;
- (2) The Storage Facility shall contain at least one building with the minimum dimensions of not less than 15' X 25' which can be locked and which shall be available to house, in a secure manner, at least one vehicle for crime scene purposes.
- (3) The Storage Facility shall be completely enclosed by a fence not less than six feet (6.0') in height with a locking gate, which gate shall remain locked at all times when no employee of the Operator is on premises;
- (4) All vehicles shall be kept inside the fenced area of the Storage Facility at all times;
- (5) No stored vehicle shall be used by Operator, its agents and employees for personal or business use;
- (6) If possible, stored vehicles, without additional charge, shall be secured with doors, windows and/or hatchbacks closed and

convertibles covered or tops raised without additional charge. Wrecked vehicles that cannot be reasonably secured or covered are exempt from these requirements;

- (7) Vehicles stored within the Storage Facility shall be located on a concrete, asphalt, crushed rock, or other all-weather surface so that the delivery and release of vehicles may readily occur in all weather conditions;
- (8) A sign shall be placed either (i) at the main entrance to the Storage Facility that is clearly visible from the adjacent street or (ii) at a location accessible to a person on a 24/7 basis where such sign is clearly visible, which sign shall include the registered name of the storage facility, the street address of the Storage Facility, the telephone number(s) which may be called to contact Operator regarding the presence and release of a vehicle from the Storage Lot, the hours during which a vehicle will be released, and the state license number of the Storage Facility;
- (9) An operable land line telephone must be located in the office of the Storage Facility, which may be called using a publicly listed phone number, which number shall at all times be made known to City by Operator. In the event the phone number is to be changed, Operator shall notify City in writing of the new phone number prior to placing the new phone number in service; provided, however, if the new number is not made known to Operator by the telephone company assigning the new phone number until the day the new phone number is placed in service, Operator shall (a) contact City's police dispatch center by phone on the day the new phone number is placed in services and advise the dispatcher of the new phone number and (b) notify City in writing of the new phone number on the next City business day after the new number is placed in service;
- (10) The Storage Facility shall at all times be equipped with lights which turn on no later than sunset and remain on until sunrise the next day and which provide the minimum amount of light required by state regulation in all areas where vehicles are stored, in all traffic lanes within the Storage Facility, and at all entrances to the Storage Facility; and
- (11) The Storage Facility must display a sign clearly visible to the public that sets out the per diem charge for storage and all other fees which may be charged by the Storage Facility and/or Operator, including notification and impoundment fees. This sign must be located so that it is clearly visible to the vehicle owner prior to paying fees, with letters at least one inch in height and contrasting background

color.

- (12) The Storage Facility must display a sign describing the instruments that may be presented by the vehicle owner or the owner's authorized representative to obtain possession of the vehicle. This sign shall list all instruments allowed by law and shall be so located to be clearly visible to a vehicle owner at the place of payment, with letters of at least one inch in height upon a contrasting background.
- (13) The Storage Facility or any other facility used for purposes of storing vehicles under this Agreement shall at all times be located no further than ten (10) miles from City's incorporated limits.

The Parties acknowledge and agree that as of the Effective Date, the Storage Facility shall be located at 4400 E. Loop 820 South, Fort Worth, Texas. Operator shall provide City written notice of any change in the location of the Storage Facility not later than thirty (30) days prior to the cessation of operations of storage services at the then current location of the Storage Facility. Notwithstanding anything to the contrary herein, City may terminate this Agreement after receiving notice of the change of location of the Storage Facility if City, not later than the 15th day after receipt of the relocation notice, provides written notice to Operator that City does not approve of the new location.

I. Operator shall deliver all vehicles to and store such vehicles at the Storage Facility unless directed otherwise by the Chief of Police or his designated representative.

J. Operator shall tow, park and store all vehicles in a safe and secure manner.

K. Prior to towing a vehicle from the scene of an accident, the immediate surrounding area must be cleared and cleaned up by Operator in a manner that is reasonably satisfactory to the City.

L. Operator shall accept vehicles for storage as follows:

(1) When Operator accepts for storage a vehicle towed without the consent of the vehicle owner, Operator shall inspect the vehicle and note as an addition on the wrecker slip or wrecker ticket any differences from the information previously set out thereon, but shall not write or deface in any manner any prior writing on the slip or ticket. If the license plate number or vehicle identification number on the wrecker ticket or wrecker slip is incorrect, Operator shall note in its records the correct number and notify every previously advised person of the current information within 48 hours of receipt of the vehicle for storage.

(2) In accordance with state law and regulations, Operator shall timely notify the registered owner and all lien holders of record of the storage of the vehicle at the Storage Facility by certified mail, which notice shall include at least:

- a. The location of the Storage Facility;
- b. The hours during which the vehicle can be released to the vehicle owner;
- c. The total amount of fees that must be paid before the vehicle will be released, including any additional per day storage charges that will accrue after the date of the notice until the vehicle is picked up;
- d. The date on which the vehicle will be removed from the Storage Facility if it is not recovered by the vehicle owner prior to that date; and
- e. From where, when and by whom the vehicle was authorized to be towed.

M. Operator shall not release any vehicle which has a “hold” placed on it by City’s Police Department, except upon written direction from City’s Chief of Police or designated representative.

N. Whenever a person claims ownership or the right to possession to a vehicle located at the Storage Facility, such person shall be entitled to inspect the wrecker slip or wrecker ticket for the vehicle, and shall not be required to pay any fees or charges prior to inspecting the wrecker slip or wrecker ticket.

O. The registered vehicle owner or authorized representative shall have access to and be allowed to remove any personal property from the vehicle, unless otherwise direct by a peace officer during regular business hours of 9:00AM-4:00PM Monday through Friday.

2.3 Operator Records: Operator shall maintain current records at a minimum of 2 years from the date of disposition of the vehicle and shall make the same available for review by the City Manager, City’s Chief of Police or their duly designated representative(s) upon one (1) business day's notice. Such records shall include, but not be limited to, the following:

- A. Date and time call or request for service was received by Operator;
- B. Date and time of arrival at location of vehicle to be towed, and location of vehicle to be towed;
- C. Date and time of arrival at Storage Facility after vehicle has been towed;
- D. The wrecker license plate number and the name of wrecker driver, whose name shall be available to the Texas Department of Licensing and Regulation;
- E. Make, model, year and color of the vehicle towed;

F. License plate number of the vehicle towed, state issuing the license and correct vehicle identification number;

G. A general description of the vehicle towed, including the overall condition of the vehicle, any damage to the body of the vehicle, and/or missing equipment in a photographic format;

H. Inventory of vehicles located at the Storage Facility and the date and time the inventory was generated in a photographic format;

I. The date each vehicle was released and the name of the individual to whom the vehicle was released; and

J. If (i) the vehicle ownership has been transferred due to any action of Operator, or (ii) the vehicle has been disposed of or demolished, provide the certificate of authority to demolish and/or a police auction sales receipt or transfer document issued by the State of Texas for vehicle.

ARTICLE III FEES

3.1 Collection of Third Party Fees: The collection of all towing, storage and other fees due and payable to Operator by third parties shall be the sole responsibility of Operator. City shall not participate in any manner in the collection of fees due to Operator, nor shall Operator look to City for payment of such fees.

3.2. No Charge for City Vehicles: Operator shall not charge or seek to collect from City any fees or costs incurred by Operator for the towing of Everman Police Department vehicles. Additionally, Operator shall provide storage, at no cost to the City, for vehicles that are towed at the request of the City's police officers for evidentiary purposes while on evidentiary hold. Operator acknowledges that to the extent that the Texas Vehicle Storage Facility Act provides that the operator of a vehicle storage facility must charge at least \$21.03 per day for storage of a vehicle and \$36.80 per day for storage of vehicles longer than 25 feet. The City and Operator agree that the compensation Operator will receive as a result of this Agreement equals or exceeds the fees that Operator would be authorized to charge the City under that Act and that this compensation is intended by the Parties to satisfy any obligation that the City might have to pay such amounts under the Act. Further, Operator shall provide at no cost to the City storage for vehicles that are forfeited to the City pursuant to state and/or federal forfeiture laws. In those cases where the court awards the vehicle back to the owner, no storage fee will be charged for the period of time from the date of the tow to the date the vehicle is awarded back to the owner. Operator may collect fees for storage after the date of the court order. Other reasonable fees and towing charges will be due from the owner at the time services are rendered. The City will not be responsible for any towing or storage fees for vehicles not owned by the City.

3.3. Fees: The following fees and charges are set by the Operator for towing services

provided to City pursuant to this Agreement and shall remain in effect during the term of this Agreement and any subsequent extension of this Agreement:

- A. The following fees shall be charged for towing and related services of vehicles not owned by the City:

Light Duty and Medium Duty Tows (up to 10,000 pounds)

Basic Tow	\$272
Drop charge	\$135
Wait Time and Labor	\$50/quarter hour
Fuel Adjustment	15%
Mileage	\$3.50/mile
Incident Management Supervisor	\$150.00/hour
Vehicle recovery including rollover	\$250/hour (1 hour minimum)
Additional vehicle recovery	\$62.50/hour after 1 st hour
Admin Fee	\$25.00

Heavy Duty Tows (10,0001 pound or over)

Basic Tow (hourly charge)	\$489 per unit/hour 2 hr minimum
Drop charge	\$244 per unit
Fuel Adjustment	15%
Mileage	\$7.00/mile
Incident Management Fee	\$250.00/hour (2 hr minimum)
Admin Fee	\$25.00

Specialty Equipment

Rotator wrecker	\$750/hour (2 hr minimum)
Landall (including tractor unit)	\$550/hour (2 hr minimum)
Helpers	\$120/hour (2 hr minimum)

Additional compensation for recovery and/or salvage of cargo may be negotiated between the Tow Company and Motor Vehicle Owner or cargo owner. Any such negotiated amount is separate from and in addition to compensation for Towing Services.

- B. Operator shall charge and be entitled to the following storage fees for vehicles towed to the Storage Facility:
- (1) Maximum storage fees as provided in Texas Administrative Code Title 16, Part 4, Chapter 85, Rule 85.722 or other applicable state law.
 - (2) Notwithstanding (1), above, storage fees for abandoned vehicles will be limited to the proceeds realized by Operator for the sale of vehicles not claimed within the time allowed by law.
 - (3) There is no maximum storage fee limit.

ARTICLE IV DISPOSITION OF VEHICLES

4.1 Any vehicle impounded under the provisions of this Agreement may be sold at public sale in accordance with applicable State law. Operator shall comply with all applicable state and local laws governing abandoned and junked motor vehicles, including but not limited to Chapter 683, TEX. TRANS. CODE, as amended.

4.2 Operator shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required under Chapter 683, TEX. TRANS. CODE, as amended, or other applicable law to be given or provided by the City's Police Department and/or Operator as agent for City's Police Department or as operator of the Storage Facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any Junked Vehicle, Abandoned Motor Vehicle or other Vehicle impounded at the Vehicle Storage Facility at the direction of the City.

4.3 When final disposition on an impounded vehicle is completed, Operator will forward copies of all related paperwork to the City's Police Department Property on the day of disposition. Related paperwork includes a copy of the impound form, the release information, notifications, advertisement, auction sales receipts, Buyer's Guide, odometer statements and Motor Vehicle Demolisher receipts upon request made by the City.

4.4 Operator in the conduct and operation of the towing service and the motor vehicle storage facility shall comply with: the Vehicle Storage Facility Act, Chapter 2303, TEX. OCC. CODE as amended; Chapter 683, TEX. TRANS. CODE, as amended; and with any applicable regulations of the Texas Department of Transportation and Texas Department of Licensing and Regulations.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Minimum Coverage Requirements: Operator shall at all times during the term of this Agreement and for a period of sixty (60) days after termination of this Agreement for any reason, maintain in full force and effect the following insurance:

A. Comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Operator's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

B. Automobile liability insurance covering any vehicles owned and/or operated by Operator, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

C. Statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor’s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00;

D. Garage keeper’s Legal Liability on a direct basis insuring against all claims, demands or actions relating to any vehicle in Operator’s care, custody or control including coverage “on the hook” or while being transported by Operator as follows:

Automobile	\$1,000,000.00
Garage	\$350,000.00
Aggregate	\$2,000,000.00

E. Inland Marine Coverage/On Hook Cargo with a minimum coverage of \$500,000.00 per vehicle; and

F. Public Liability coverage of \$1,000,000.00 combined single limits.

5.2 Endorsements: All insurance and certificate(s) of insurance shall be endorsed to provide for the following:

A. Name the City of Everman, Texas, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

B. Provide for at least thirty (30) days prior written notice to City regarding cancellation or non-renewal of the insurance;

C. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Operator shall provide written notice to City of any material change of or to the insurance required herein.

5.3 Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be delivered to City prior to commencement of services under this Agreement.

5.4 Indemnification: CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF OPERATOR PURSUANT TO THIS AGREEMENT. OPERATOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. OPERATOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS

(INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE OPERATOR’S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF OPERATOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, OPERATOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT OPERATOR’S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. OPERATOR’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY OPERATOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI
VEHICLE OWNER RIGHTS

Operator understands, acknowledges, and agrees that nothing contained herein shall prevent the owner of any motor vehicle disabled on the public streets of City to arrange for the prompt removal of the vehicle from the scene of the accident or disablement by a wrecking or towing service of said owner’s own selection; provided that such right does not hinder the City’s ability to protect the health, safety and/or welfare of its citizens.

ARTICLE VII
NON-EXCLUSIVE TO CITY; CALL PRIORITY

City understands, acknowledges, and agrees that Operator shall have the right to continue to provide wrecker and towing services to persons other than City; provided; however, Operator agrees that calls and requests for towing services made by City shall have immediate and absolute priority over any other calls received by third parties and that Operator is not relieved of the obligation to respond to calls for service within the times required by this Agreement.

ARTICLE VIII
MISCELLANEOUS

- 8.1

Entire Agreement: This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.
- 8.2

Assignment: Operator may not assign this Agreement without the prior written consent of City.

8.3 Successors and Assigns: Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective successors and assigns.

8.4 Governing Law: The laws of the State of Texas shall govern this Agreement, and venue for any action concerning this Agreement shall be in Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Amendments: This Agreement may be amended by the mutual written agreement of the Parties.

8.6 Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.7 Independent Contractor: It is understood and agreed by and between the Parties that Operator in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Operator pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Operator shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

8.8 Notices: Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

8.9 <u>Counterparts:</u> This Agreement may be executed by the parties hereto in separate	
If intended for City, to:	If intended for Operator, to:

City of Everman
Attn: City Manager
212 N Race St.
Fort Worth, TX 76140

JDB Towing, LLC d/b/a Beard's Towing
Attn: James Bennett Jr
P.O. Box 737
Kennedale, Texas 76060

counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

8.10 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations:

A. Operator verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Operator verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

C. Operator verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association

D. This section does not apply if Operator is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

8.11 Administrative Fee : Operator will provide an annual payment of \$800 payable to City of Everman for administrative purposes, payable within three business days of the Effective Date of this Agreement and annually on the anniversary thereof.

SIGNED AND AGREED this _____ day of _____, 2023

**JDB TOWING, LLC, D/B/A
BEARD’S TOWING**

By: _____
Name/Title: _____

SIGNED AND AGREED this _____ day of _____, 2023.

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

ATTEST:

By: _____
Mindi Parks, City Secretary

Approved as to Form:

Kyle Barry, Asst. City Attorney
4879-5251-3408, v. 1

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-09-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS,
APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN, TEXAS AND THE
CITY OF FOREST HILL, TEXAS FOR RABIES CONTROL AND THE SHARED USE OF THE
CITY OF EVERMAN ANIMAL SHELTER; AND PROVIDING AN EFFECTIVE**

WHEREAS, the City of Everman and the City of Forest Hill entered into an Interlocal Agreement for Rabies Control and the Shared Use of the City of Everman Animal Shelter which was effective August 17, 2022; and

WHEREAS, that interlocal agreement, through which Everman provides rabies control services and the use of its animal shelter to Forest Hill for agreed compensation, will expire on September 30, 2023 unless extended by agreement of the parties; and

WHEREAS, Forest Hill has indicated a desire to extend the term of the Agreement for one year; and

WHEREAS, the City Council of the City of Everman finds it to be in the public interest to enter a first amendment to that agreement extending the term of the agreement for one year;

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

SECTION 1. The City Council hereby approves, and the City Manager is hereby authorized to sign on behalf of the City the First Amendment to Interlocal Agreement Between the City of Everman, Texas and the City of Forest Hill, Texas for Rabies Control and the Shared Use of the City of Everman Animal Shelter, in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 2. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this the _____ day of September 2023.

City of Everman, Texas

Ray Richardson, Mayor

Attest:

Mindi Parks, City Secretary

Approved as to Form:

Kyle Barry, Asst. City Attorney
4895-9997-2477, v. 1

4895-9997-2477, v. 1

[Exhibit A to be attached]

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EVERMAN, TEXAS, AND THE CITY OF FOREST HILL, TEXAS
FOR RABIES CONTROL AND
THE SHARED USE OF THE CITY OF EVERMAN ANIMAL SHELTER**

This **First Amendment to Interlocal Agreement Between the City of Everman, Texas, and the City of Forest Hill, Texas, for Rabies Control and the Shred Use of the City of Everman Animal Shelter** (this “First Amendment”) is executed to be effective as of October 1, 2023, by and between the City of Forest Hill, Texas (“Forest Hill”) and the City of Everman, Texas (“Everman”). Forest Hill and Everman may be referred to herein individually as “Party” and/or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Agreement Between the City of Everman, Texas, and the City of Forest Hill, Texas, for Rabies Control and the Shared Use of the City of Everman Animal Shelter effective August 17, 2022 (the “Agreement”); and

WHEREAS, the Agreement will expire on September 30, 2023, unless extended by agreement of the Parties; and

WHEREAS, the Parties desire to extend the term of the Agreement for one year.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

Section 1. Section 3, “Term” of the Agreement is amended to read in its entirety as follows:

“3. TERM”

Unless terminated pursuant to the terms herein, this Agreement shall be for the following term, beginning on August 17, 2022, and ending on September 30, 2024. In addition, the term may be extended by mutual written agreement of the Parties for additional one-year terms.”

Section 2. The recitals contained in this Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this Amendment. If it becomes necessary to interpret any provision of this Amendment, the intent of the Parties, as evidenced

by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 3. The Parties affirm and ratify the provisions of the Agreement (as modified by this First Amendment) and confirm that the same remains in full force and effect. In the event of any inconsistency between any term or condition of the Agreement and any term or condition of this First Amendment, the terms and conditions of this First Amendment shall control for all purposes and respects, and the Agreement shall be deemed amended so as to be consistent herewith.

Section 4. This First Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. A counterpart of this First Amendment executed by a Party scanned and delivered to the other Party via electronic mail will be construed as a legally binding signature.

Section 5. This First Amendment shall be effective as of the date it bears the signatures of authorized representatives of all of the Parties (the “Effective Date”).

Signatures on Following Pages

SIGNED AND AGREED this _____ day of _____ 2023.

CITY OF EVERMAN TEXAS

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney

SIGNED AND AGREED this _____ day of _____ 2023.

CITY OF FOREST HILL, TEXAS

By: _____
Venus M. Wehle, City Manager

ATTEST:

Amy L. Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris, Asst. City Attorney

EXHIBIT A .

SCHEDULE OF FEES TO BE PAID BY FOREST HILL

Impoundment/Boarding Fee:

Forest Hill shall pay Everman only costs incurred as a result of impounding or quarantining an animal from Forest Hill, not to exceed \$400.00 per animal.

SPECIMEN HEAD PREPARATION AND SHIPMENT

Per Animal Head Specimen	\$200.00 per specimen
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EXHIBIT B

SCHEDULE OF FEES TO BE PAID TO EVERMAN
BY CITIZENS OF FOREST HILL FOR SERVICES
RENDERED

Adoption Fee Per Animal	\$20.00
Corpse Removal Fee	\$20.00
Euthanasia at the owner's request	
Owner disposes of corpse	\$35.00
City disposes of corpse	\$60.00
Cat Trap Deposit (deposit refunded upon return of trap)	\$80.00
Dog Trap Deposit (deposit refunded upon return of trap)	\$250.00
Impoundment Fee per Animal	
First Impoundment	\$35.00
Second Impoundment	\$50.00
Third Impoundment	\$75.00
Boarding Fee	\$15.00/day
Owner's Request for pick-up of personal pet	\$35.00

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR
ANIMAL CONTROL OFFICER SERVICES

This **First Amendment to Interlocal Agreement for Animal Control Officer Services** (this “First Amendment”) is executed to be effective as of October 1, 2023, by and between the City of Forest Hill, Texas (“Forest Hill”) and the City of Everman, Texas (“Everman”). Forest Hill and Everman may be referred to herein individually as “Party” and/or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Agreement for Animal Control Officer Services effective July 11, 2023 (the “Agreement”); and

WHEREAS, the Agreement will expire on September 30, 2023, unless extended by agreement of the Parties; and

WHEREAS, the Parties desire to extend the term of the Agreement for one year.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

Section 1. Section 1, “Term” of the Agreement is amended to read in its entirety as follows:

“**Section 1. Term:** This Agreement shall be for an initial term commencing on July 11, 2023 and ending on September 30, 2024.”

Section 2. Section 3. “Forest Hill’s Fees” of the Agreement is amended to read in its entirety as follows:

“**Section 3. Forest Hill’s Fees:** Forest Hill agrees to pay the following fees for Everman’s services provided under this Agreement:

- a. **Daily Patrol Service Charges:** For daily patrol services, Forest Hill agrees to pay one-thousand, four hundred (\$1,400.00) weekly for the period from July 12, 2023 through September 30, 2024.”

Section 3. The recitals contained in this Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this Amendment. If it becomes necessary to interpret any provision of this Amendment, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 4. The Parties affirm and ratify the provisions of the Agreement (as modified by this First Amendment) and confirm that the same remains in full force and effect. In the event of any inconsistency between any term or condition of the Agreement and any term or condition of this First Amendment, the terms and conditions of this First Amendment shall control for all purposes and respects, and the Agreement shall be deemed amended so as to be consistent herewith.

Section 5. This First Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. A counterpart of this First Amendment executed by a Party scanned and delivered to the other Party via electronic mail will be construed as a legally binding signature.

Section 6. This First Amendment shall be effective as of the date it bears the signatures of authorized representatives of all of the Parties (the “Effective Date”).

Signatures on Following Pages

SIGNED AND AGREED this _____ day of _____ 2023.

CITY OF EVERMAN TEXAS

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney

SIGNED AND AGREED this _____ day of _____ 2023.

CITY OF FOREST HILL, TEXAS

By: _____
Venus M. Wehle, City Manager

ATTEST:

Amy L. Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris, Asst. City Attorney

CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-09-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS,
APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO AN
INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES WITH THE
CITY OF FOREST HILL, TEXAS; AND PROVIDING AN EFFECTIVE

WHEREAS, the City of Everman and the City of Forest Hill entered into an Interlocal Agreement for Animal Control Officer Services which was effective July 11, 2023; and

WHEREAS, that interlocal agreement, through which Everman provides animal control officer services to Forest Hill, will expire on September 30, 2023 unless extended by agreement of the parties; and

WHEREAS, Forest Hill has indicated a desire to extend the term of the Agreement for one year; and

WHEREAS, the City Council of the City of Everman finds it to be in the public interest to enter a first amendment to that agreement extending the term of the agreement for one year;

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

SECTION 1. The City Council hereby approves, and the City Manager is hereby authorized to sign on behalf of the City the First Amendment to Interlocal Agreement for Animal Control Officer Services, in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 2. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this the _____ day of September 2023.

City of Everman, Texas

Ray Richardson, Mayor

Attest:

Mindi Parks, City Secretary

Approved as to Form:

Kyle Barry, Asst. City Attorney
4869-6083-7757, v. 1

4869-6083-7757, v. 1

[Exhibit A to be attached]

CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-09-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS,
AUTHORIZING EXECUTION OF INTERLOCAL COOPERATION ESTABLISHING
CONCURRENT LAW ENFORCEMENT JURISDICTION BETWEEN THE CITIES OF
EVERMAN AND FOREST HILL; AND PROVIDING AN EFFECTIVE

WHEREAS, it is the responsibility of the City of Everman to secure protection of life and property in the event of an emergency, disaster and/or civil emergency for the City and its residents; and

WHEREAS, Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act"), authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, City Administration has negotiated an interlocal agreement with the City of Forest Hill establishing concurrent jurisdiction for the City of Everman and the City of Forest Hill within each other's respective boundaries; and

WHEREAS, the City Council of the City of Everman finds it to be in the public interest to enter said agreement with the City of Forest Hill;

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

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City the interlocal cooperation agreement establishing concurrent jurisdiction for police services with the City of Forest Hill, in substantially the form attached hereto as Exhibit "A", the same being incorporated herein by this reference.

SECTION 2. This resolution shall become effective immediately upon its approval.

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

City of Everman, Texas

Ray Richardson, Mayor

Attest:

Mindi Parks, City Secretary

Approved as to Form:

Kyle Barry, Asst. City Attorney
4890-1703-9731, v. 1

4890-1703-9731, v. 1

[Exhibits A through D to be attached]

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
 § ESTABLISHING CONCURRENT LAW
COUNTY OF TARRANT § ENFORCEMENT JURISDICTION BETWEEN THE
 CITIES OF EVERMAN AND FOREST HILL

This **Interlocal Cooperation Agreement for establishing Concurrent Law Enforcement Jurisdiction** (“Agreement”) is made and entered into by the City of Everman, Texas (“Everman”), a home rule municipality of the State of Texas, and the City of Forest Hill, Texas (“Forest Hill”), a home rule municipality of the State of Texas acting by and through their respective duly appointed and authorized representatives. Everman and Forest Hill may each be referred to herein as “Party” and collectively as “Parties.

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

WHEREAS, Everman has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Forest Hill, and Forest Hill has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Everman; and

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

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

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

1. TERRITORY

The Territory that constitutes the subject of this Agreement with regard to the City of Everman’s concurrent jurisdiction within the corporate boundaries of the City of Forest Hill is described in Exhibit "A," which is attached hereto and made a part hereof for all purposes (“Territory A”). The Territory that constitutes the subject of this Agreement with regard to the City of Forest Hill’s concurrent jurisdiction within the corporate boundaries of the City of Everman is described in Exhibit “B”, which is attached hereto and made a part hereof for all purposes (“Territory B”).

2. SERVICES

- 2.1 Of and from the Effective Date of this Agreement, the Everman Police Department shall have and assume concurrent jurisdiction with the Forest Hill Police Department within Territory A and the Forest Hill Police Department shall have and assume concurrent jurisdiction with the Everman Police Department within Territory B, both for the purposes of enforcing state laws under the Transportation Code, Code of Criminal Procedure, Penal Code, and Health and Safety Code.
- 2.2 Within Territory A, Everman Police Officers will file fine-only misdemeanor cases within the original jurisdiction of Forest Hill, Texas with the Tarrant County Justice of the Peace Precinct 8. No arrests through immediate disposition of Subtitle C, Title 7, Transportation Code will be authorized by Everman Police Officers in the original jurisdiction of Forest Hill, Texas. Everman Police Officers will file misdemeanor and felony non-fine cases with the Tarrant County Criminal District Attorney's Office. Everman Police Officers will respond and assist the Forest Hill Police Department on calls for service within this Territory, as staffing allows.
- 2.3 Within Territory B, Forest Hill Police Officers will file fine-only misdemeanor cases within the original jurisdiction of Everman, Texas with the Tarrant County Justice of the Peace Precinct 8. No arrests through immediate disposition of Subtitle C, Title 7, Transportation Code will be authorized by Forest Hill Police Officers in the original jurisdiction of Everman, Texas. Forest Hill Police Officers will file misdemeanor and felony non-fine cases with the Tarrant County Criminal District Attorney's Office. Forest Hill Police Officers will respond and assist the Everman Police Department on calls for service within this Territory, as staffing allows.

3. TERM

This Agreement shall take effect on the date first signed by both Parties and shall terminate on September 30, 2024. The Agreement will renew each year automatically, for successive one (1) year renewal terms, with the first such automatic renewal to occur on October 1, 2024, unless sooner terminated.

4. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other, provided, however, that termination shall not apply to any case pending on the effective date of termination.

5. **INDEPENDENT CONTRACTOR**

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

6. **FUNDING**

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

7. **RIGHT TO AUDIT**

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

8. **NOTICES**

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

City of Forest Hill
ATTN: City Manager
3219 E. California Pkwy
Forest Hill, Texas 761119

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

9. LIABILITY

Each Party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of such Party's agents, officers, directors, representatives, employees, consultants, or subcontractors. In the event the Parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to section 10 of this Agreement.

10. GOVERNMENTAL POWERS/IMMUNITIES

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

11. NOTICE OF CLAIM

Each Party shall promptly advise the other Party in writing of any claim or demand against either Party known to the advising Party and related to or arising out of action or omissions under this Agreement.

12. NO WAIVER

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

13. GOVERNING LAW/VENUE

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

14. SEVERABILITY

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

15. FORCE MAJEURE

Forest Hill and Everman shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not

be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

16. ASSIGNMENT

This Agreement is not assignable by either Party.

17. HEADINGS NOT CONTROLLING

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

18. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable under federal, state, or local law, it is the intention of the Parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

19. APPROVAL OF AGREEMENT

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

20. AMENDMENTS

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

21. ENTIRETY OF AGREEMENT

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

22. COUNTERPARTS

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

(Signature Pages to Follow)

City of Everman Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF EVERMAN

By:

Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney

City of Forest Hill Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF FOREST HILL

By:

Venus M. Wehle, City Manager

ATTEST:

Amy L. Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris, Asst. City Attorney

EXHIBIT A

(Territory A – Boundaries of Everman’s Concurrent Jurisdiction within Forest Hill)

EXHIBIT B

(Territory B – Boundaries of Forest Hill’s Concurrent Jurisdiction within Everman)