



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, January 13, 2026 at 6:00 PM
213 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

City Council Meeting Minutes December 9, 2025

City Council Special Meeting December 16, 2025

B. Financials

September 2025

October 2025

November 2025

5. PRESENTATIONS

A. Proclamation - National Law Enforcement Appreciation Day

B. Special Presentation and Recognition of the Police Department from the Senior Citizen Advisory Board

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. Monthly Staff Reports

(1) Police Department

(2) Animal Services

(3) Fire Department

(4) Public Works

B. Discussion related to potential regular meetings between City Council Members and Department Heads - Councilwoman Sanders/Mayor Pro-Tem Mackey

8. CONSIDERATION AND POSSIBLE ACTION

- A.** ORDINANCE NO. 846 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS AMENDING THE CITY OF EVERMAN CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES RULES AND PROCEDURES TO PROVIDE PROCEDURES FOR PUBLIC COMMENT BY CITY COUNCIL MEMBERS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- B.** RESOLUTION NO. 2026-01-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ADOPTING THE TARRANT COUNTY 2025 HAZARD MITIGATION ACTION PLAN; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- C.** RESOLUTION NO. 2026-01-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING UPDATES TO THE CITY OF EVERMAN PERSONNEL MANUAL; DIRECTING THE DIRECTOR OF HUMAN RESOURCES TO UPDATE AND DISTRIBUTE THE PERSONNEL MANUAL NO LATER THAN JANUARY 31, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.
- D.** RESOLUTION NO. 2026-01-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, RATIFYING THE APPROVAL AND EXECUTION OF A CONTRACT FOR FIRE EXTINGUISHMENT AND EMERGENCY SERVICES BETWEEN THE CITY OF EVERMAN AND TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE
- E.** RESOLUTION NO. 2026-01-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXPEND UP TO \$296,300 FOR THE EMERGENCY REPLACEMENT OF A GROUND STORAGE WATER TANK AT THE HIGH SCHOOL WELL SITE; DECLARING THAT AN EMERGENCY EXISTS DUE TO DAMAGE RENDERING THE TANK UNUSABLE; AUTHORIZING THE BYPASS OF COMPETITIVE BIDDING REQUIREMENTS AS PERMITTED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

9. EXECUTIVE SESSION

- A.** Section 551.081 - Purchase, Sale, Exchange, Lease, or Value of Real Property - to wit 101 E. Enon Avenue - Enon Avenue Holding, LLC.

10. CONSIDERATION AND POSSIBLE ACTION FROM EXECUTIVE SESSION

11. CITY MANAGERS REPORT

12. MAYOR’S REPORT

13. 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 January 9, 2026.

/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 SPECIAL CALLED MEETING

Tuesday, December 16, 2025 at 6:00 PM
213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor Richardson called the meeting to order at 6:06pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CITIZEN'S COMMENTS

No citizens had comments.

5. EXECUTIVE SESSION

Mayor Richardson opened Executive Session at 6:07pm.

- A. Section 551.081 - Purchase, Sale, Exchange, Lease, or Value of Real Property - to wit 101 E. Enon Avenue - Enon Avenue Holding, LLC.

Motion was made by Council Member Mackey and seconded by Council Member Sellers to authorize the City Manager to negotiate and execute a lease agreement with Enon Avenue Holding LLC for the property located at 101 East Enon Avenue under the terms discussed in Executive Session.

Council Members Renfro, Mackey, Sellers, Davila and Mayor Richardson voted AYE and Council Member Allen voted NO.

Motion Carried.

Mayor Richardson closed Executive Session at 6:28pm.

6. CONSIDERATION AND POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION

7. PRESENTATIONS

- A. Presentation of the 2025 Christmas Spirit Awards and Recognitions

City Manager Craig Spencer presented the 2025 Christmas Spirit Awards and Recognitions as well. Craig stated that there were a lot of great houses to choose from and there was a lot of color. Craig displayed the houses on the projector as well for council to see. The first award goes to 441 Chambers Creek Drive South. They were at the meeting and accepted their award. The second award goes to 3732 Wisteria Drive. They were also present to accept their award. The next award goes to 400 Pittman Avenue. They were not present to receive their award. Another award goes to 337 Christie Avenue and they were not present to receive their award. These awards will be delivered to them. The overall pick for the best top pick went to 437 Christie Avenue. They had every square inch of their house covered in lights. The second

overall pick went to 107 East Enon, American Barricade. This concluded the awards for this year.

8. ADJOURN

Mayor Richardson adjourned the meeting at 6:36pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday December 12, 2025.

/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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EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, December 09, 2025 at 6:00 PM

213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor Richardson called meeting to order at 6:00pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

Regular Meeting November 11, 2025

Motion made by Place 4; Mayor Pro-Tem Mackey, 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, Place 6 Davila, Mayor Richardson

Motion Carried.

B. Financials

October 2025

This will be on the next agenda.

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

Johnnie Allen stated that there was an email for a complaint and they never got a response until she emailed about it and then the response was sent to her instead of the business that had the complaint. Craig stated that they got immediate response.

7. DISCUSSION ITEMS

A. Monthly Staff Reports

- (1) Police Department
- (2) Animal Services
- (3) Fire Department
- (4) Public Works

Al Brooks presented the Monthly report for November 1-30, 2025. Officers were dispatched to 1648 calls for services including 6 Traffic crashes, 19 alarm calls, 2 assault, 6 assist other agency, 6 burglary investigations, 4 city ordinance violations, 3 criminal mischief, 4 criminal tress-pass, 32 disturbance calls, 4 fight calls, 7 calls involving mentally ill, 12 parking violations, 1 runaway, 4 shots fired, 8 suspicious persons/vehicles, 5 thefts, and 9 arrests. Traffic enforcement activities resulted in 182 traffic stops resulting in citations and 85 resulting in warnings. Officer Frias has successfully completed her field training period and is now assigned patrol duties as a solo officer. Officer Ryan's continues in field training and is receiving positive reviews from FTO's. Tara Culpepper has resigned her position as a School Resource Officer to accept a position with the Johnson County Constable's Office.

Ray presented the Municipal Animal Services Monthly Report for November 2025. Intake for dogs was at 53- Edge Cliff Village was at 3, Everman 18, Forest Hill 30, and Kennedale 1. Total intake for Cats was at 20- Edge Cliff Village 0, Everman 3, Forest Hill 17, and Kennedale 0. Total Positive Outcomes for dogs was at 41- Adoptions at MAS Shelter 2, Adoptions Mobile Adoption Center 17, Return to Owner Shelter 8, Return to owner field 3, and Transfer to Rescue Organizations 11. Total Positive Outcomes for Cats war at 12, Adoptions at MAS shelter 0, Adoptions Mobile Adoption Center 0, Return to owner shelter 0, return to owner field 0, and transfer to rescue organizations 7 and TNR 5. Phone calls received at MAS was 1613. Total field calls for service was at 184 with Edge Cliff Village at 11, Everman 65, Forest Hill 108, Kennedale 0 and Outside Jurisdiction 0.

Landon Whatley presented the monthly report for the Everman Fire Department for November 10th to present. Calls for service was at 98, average response times for all calls including county jurisdiction: NFPA Standard and overall goal is Fire-80 seconds, EMS- 60 seconds. Fire- Enroute time-1:22, total response time to on scene is 6:27, EMS enroute time- 53 seconds, total response time to on scene-4:20 and total training hours completed is 84 and overlapping emergency incidents was at 14. The Incident by response type was Fire type incident- building, vehicle, grass etc. 4, medical emergency 65, motor vehicle accidents 8, hazardous conditions 2, and other 19. Staffing updates is one firefighter/Paramedic resignation, employment with Allen FD.

Craig updated council with the Public Works portion of the monthly reports. Craig stated they were very busy. The Parks and Street department completed some routine Park and building maintenance, prepared for Christmas Market, inspections and maintenance on storm drains, cut and disposed of tree limbs from the Historical Building, removed and installed temporary stop sign at Race and Bell, removed construction debris from the street at Forest Hill and Enon, worked the fall City-Wide Cleanup, reinforced privacy screen at the baseball field, replaced damaged flags at Memorial Park, and set up the Civic Center for three events. Craig also displayed some pictures of some of these updates. The Water Department worked routine Well reports and meter readings, 3 meter change outs, one service line repair, four curb stops, winterized the well lots, fixed leak in the Chlorine room, worked the Fall City- Wide Room, and prepared for the Christmas Market as well. Craig also displayed some pictures of that as well. That concludes the monthly reports.

B. Review, Discussion, and City Council Consideration and Deliberation on Proposed Uses for 51st Year CDBG Grant Funds

Craig stated that him and the Director of Public Works Gilbert have came up with a staff recommendation with using option A, utilizing it around the walking track at Pittman Park or option B, the next most eligible identified project and would be a project we could move forward with in enough time is a water-line replacement.. The staff recommendation would be to use it on Pittman Park walking track and council is all in agreeance on this recommendation.

C. Review, Discussion, and Potential Updates related to the City of Everman Travel and Training Policies

Craig read off the changes to the council that has been made in the Travel and Training Policies. If council is good with this change in the policy, this will be on the next council meeting for approval.

8. CONSIDERATION AND POSSIBLE ACTION

A. RESOLUTION NO. 2025-12-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING THE INSTALLATION OF A COMMEMORATIVE PLAQUE PROVIDED BY THE SIX FLAGS CHAPTER OF THE NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION (NSDAR); DIRECTING THAT THE PLAQUE BE INSTALLED ON THE NORTHERNMOST PAD AREA WITHIN EVERMAN MEMORIAL PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR 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.

B. RESOLUTION NO. 2025-12-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND ADOPTING THE JOB DESCRIPTION FOR THE POSITION OF KENNEL TECHNICIAN (PART-TIME); 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, Place 6 Davila, Mayor Richardson

Motion Carried.

C. RESOLUTION NO. 2025-12-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR DESIGN, CONSTRUCTION AND INSTALLATION OF VARIOUS PEDESTRIAN, BICYCLE, AND ROADWAY MULTIMODAL SAFETY IMPROVEMENTS WITHIN THE CITY OF EVERMAN; 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 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson
Voting Nay: Place 3 Allen

Motion Carried.

D. ORDINANCE NO. 845 - JOINT ORDINANCE AND BOUNDARY AGREEMENT BETWEEN THE CITIES OF EVERMAN AND FORT WORTH

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, Place 6 Davila, Mayor Richardson

Motion Carried.

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

Craig stated that the Holiday Market and Christmas Tree Lighting was a great event. We had a record number of Vendors. Also, there was a unexpected refund from TCAP as well, \$1473.44 was the amount of this refund.

11. MAYOR’S REPORT

Mayor just wanted to thank and commend everyone that helped out with the Christmas Market and Christmas Tree Lighting.

12. ADJOURN

Mayor Richardson adjourned the meeting at 6:48pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Thursday December 4, 2025.

/s/ Mindi Parks
City Secretary

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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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ORDINANCE NO. 846

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS AMENDING THE CITY OF EVERMAN CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES RULES AND PROCEDURES TO PROVIDE PROCEDURES FOR PUBLIC COMMENT BY CITY COUNCIL MEMBERS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Everman Code of Ordinances section 2-22, the City Council has previously adopted The City of Everman City Council, Boards, Commissions, and Committees Rules and Procedures (the “City Council Rules and Procedures”); and

WHEREAS, the City desires to update those provisions to incorporate procedures to be used when a City Council member desires to engage in the public comment portion of a meeting; and

WHEREAS, the City Council of the City of Everman finds it to serve the health, safety and general welfare of the City to approve this ordinance amending the City Council Rules and Procedures;

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

SECTION 1. The City of Everman City Council, Boards, Commissions, and Committees Rules and Procedures, as adopted in 2022 by Ordinance No. 788 and as thereafter amended from time to time (the “City Council Rules and Procedures”) is hereby amended at Article 5 “Parliamentary Procedure,” Section 5.10 “Courtesy, Decorum and Order” by amending subsection 1 thereof to read in its entirety as follows:

“5.10 Courtesy, Decorum and Order

...

1. *Request to Speak.* Before a Council Member, staff member or an audience member may speak, they must first be recognized by the Mayor.

(a) Public Comment By Council Member – A member of the City Council, including the Mayor, may sign up to speak as a member of the public during the Public Comment portion of a meeting by completing a Citizen Comment Request Form and submitting it to the City Secretary. Upon recognition of the Council member by the Mayor, that Council member must move from the Council table to the podium at which all members of the public stand for delivery of public comments and must provide his or her public comment at that podium. At the conclusion of the Council member’s public comment, the Council member shall not engage in further discussion but shall remain at the podium during the response, if any, from the Mayor or City staff (providing factual information or referring the matter to appropriate staff). At the conclusion of the Council member’s public comment and the response thereto, if any, the Council member shall return to his or her place at the Council table.

(b) Public Comment in General - Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. The speaker shall not speak beyond the reasonable time limit allowed by the Council. Public comments must be kept relevant to the subject before the Council. The Mayor shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, overly redundant, or slanderous remarks may be barred by the Mayor from further comment before the Council during the meeting. Audience members who wish to speak during the meeting must first complete a Citizen Comment Request Form and submit it to the City Secretary. The Mayor has the right to stop a speaker if the speaker's remarks become too personal, loud, crude, irrelevant, impertinent, redundant, or slanderous."

SECTION 2. All ordinances of the City of Everman, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of the ordinance shall remain in full force and effect.

SECTION 3. Should any section, paragraph, sentence, subdivision, clause, phrase, or provision of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances of the City.

SECTION 4. This ordinance shall take effect immediately upon its passage and adoption and the publication of the caption as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Everman, Texas, on this the _____ day of January, 2026.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



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

AGENDA TITLE: RESOLUTION NO. 2026-01-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ADOPTING THE TARRANT COUNTY 2025 HAZARD MITIGATION ACTION PLAN; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MEETING DATE: January 13, 2026

PREPARED BY: City Manager

RECOMMENDED ACTION:

Approval

BACKGROUND

The Federal Disaster Mitigation Act of 2000 requires local governments to adopt an approved Hazard Mitigation Plan in order to remain eligible for certain pre-disaster and post-disaster federal and state mitigation funding programs. The Federal Emergency Management Agency (FEMA) further requires that these plans be updated every five (5) years.

Tarrant County, through the Office of Homeland Security and Emergency Management, has prepared the 2025 Tarrant County Hazard Mitigation Action Plan, a multi-jurisdictional, multi-hazard mitigation plan developed in coordination with participating cities, including the City of Everman. City staff actively participated in the planning process and provided community-specific information related to hazards, vulnerabilities, and mitigation priorities impacting Everman.

PURPOSE

The purpose of the attached resolution is to formally adopt the 2025 Tarrant County Hazard Mitigation Action Plan on behalf of the City of Everman, thereby ensuring the City remains eligible for applicable FEMA and Texas Division of Emergency Management (TDEM) mitigation grant programs.

ANALYSIS

The 2025 Tarrant County Hazard Mitigation Action Plan:

- Identifies and assesses natural and man-made hazards that could impact the City of Everman;
- Establishes mitigation goals and strategies intended to reduce or eliminate long-term risks to life, property, and critical infrastructure;
- Provides a framework for prioritizing mitigation projects and pursuing external funding opportunities.

Adoption of this plan demonstrates the City Council's commitment to proactive risk reduction, resilience planning, and responsible emergency management practices. The plan may be administratively updated following FEMA review without requiring re-adoption by the City Council; however, a full update and re-adoption will be required again in five (5) years.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of this resolution. However, adoption of the Hazard Mitigation Action Plan is a prerequisite for eligibility for future mitigation grant funding, which may provide significant financial benefits for infrastructure protection and hazard reduction projects.

RESOLUTION NO. 2026-01-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ADOPTING THE TARRANT COUNTY 2025 HAZARD MITIGATION ACTION PLAN; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Everman recognizes the threat that natural hazards pose to people, property, and the environment within the City of Everman; and,

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires communities to adopt a hazard mitigation plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and,

WHEREAS, FEMA requires that communities update hazard mitigation plans every five years in order to remain eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and,

WHEREAS, the City of Everman has assessed potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of all hazards; and

WHEREAS, the City of Everman has been an active participant in the Tarrant County planning process and having conducted its own community-specific process; and

WHEREAS, the County of Tarrant has prepared a multijurisdictional, multi-hazard mitigation plan, hereby known as the *2025 Tarrant County Hazard Mitigation Action Plan*, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2025 Tarrant County Hazard Mitigation Action Plan outlines mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Everman from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council demonstrates their commitment to hazard mitigation and achieving the goals outlined in the *2025 Tarrant County Hazard Mitigation Action Plan*.

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

SECTION 1. The *2025 Tarrant County Hazard Mitigation Action Plan* is hereby approved and adopted in its entirety. This plan, approved by the community, may be edited or amended after submission for review, but will not require the community to re-adopt any further iterations. This only applies to this specific plan and does not absolve the community from

updating the plan in 5 years. A copy of the 2025 Tarrant County Hazard Mitigation Action Plan may be accessed online at the Tarrant County Office of Homeland Security and Emergency Management web page at: <https://www.Tarrantcounty.org/departments/hsem/hazard-mitigation-plan.php>.

SECTION 2. The City of Everman will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding, implement the actions contained in the mitigation strategies.

SECTION 3. The City of Everman will continue to participate in the mitigation planning process, including actions reasonably necessary to carry out the objectives of the Hazard Mitigation Plan and report on progress as required by FEMA and the Texas Division of Emergency Management.

SECTION 4. That all provisions of the Resolutions of the City of Everman, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. This Resolution shall be effective immediately from and after the date of its enactment as provided by law.

APPROVED AND ADOPTED by the City Council of the City of Everman, Texas the ___ day of January, 2026.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4926-0052-4676, v. 1



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

AGENDA TITLE: RESOLUTION NO. 2026-01-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING UPDATES TO THE CITY OF EVERMAN PERSONNEL MANUAL; DIRECTING THE DIRECTOR OF HUMAN RESOURCES TO UPDATE AND DISTRIBUTE THE PERSONNEL MANUAL NO LATER THAN JANUARY 31, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

MEETING DATE: January 13, 2026

PREPARED BY: City Manager

RECOMMENDED ACTION:

Approval

BACKGROUND

The City of Everman Personnel Manual establishes standardized employment policies and procedures applicable to City employees. To ensure the Manual remains current, legally compliant, and aligned with operational practices, City staff periodically reviews and updates individual policy sections.

Staff has completed a review of several sections of the Personnel Manual and recommends targeted updates addressing retirement participation, holiday and overtime compensation, time and attendance requirements, vehicle collision reporting, random testing procedures, and travel and training policies. These revisions are intended to clarify expectations, improve consistency in application, and reflect current administrative practices.

The proposed updates are compiled in Exhibit A – January 2026 Policy Updates.

DISCUSSION

The proposed policy updates include, but are not limited to, the following key areas:

- Retirement (Section 3.08): Updated to reflect City approval

- Overtime on Holidays (Section 4.06): Provides clearer guidance on holiday pay calculations for non-exempt employees required to work on official City holidays.
- Holidays (Section 5.01): Clarifies eligibility requirements for holiday pay.
- Time and Attendance Requirements (Section 4.13): Formalizes expectations related to timekeeping, payroll approval deadlines, and use of the City’s time and attendance system.
- Vehicle Collision Reports (Section 12.09): Establishes clear reporting, notification, and investigation requirements when employees are involved in vehicle collisions while on duty or operating City vehicles.
- Random Testing (Section 11A.13): Clarifies procedures when an employee selected for testing is not present at work and identifies limited exemptions.
- Travel and Training Policy (Section 13.06): Provides a comprehensive framework governing authorization, reimbursement, per diem, lodging, transportation, documentation, and professional conduct related to City-funded travel and training.

These updates are administrative in nature and are intended to promote transparency, accountability, and consistency across departments. No changes to employee pay rates or benefits beyond existing policy frameworks are proposed.

FISCAL IMPACT

There is **no direct fiscal impact** associated with approval of this Resolution. Any travel, training, or overtime expenses will continue to be managed within approved departmental budgets and existing financial controls.

RESOLUTION NO. 2026-01-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING UPDATES TO THE CITY OF EVERMAN PERSONNEL MANUAL; DIRECTING THE DIRECTOR OF HUMAN RESOURCES TO UPDATE AND DISTRIBUTE THE PERSONNEL MANUAL NO LATER THAN JANUARY 31, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Everman maintains a Personnel Manual to establish uniform employment policies, procedures, and standards for City employees; and

WHEREAS, City management periodically reviews and updates the Personnel Manual to ensure compliance with applicable laws, promote operational efficiency, and reflect current City practices; and

WHEREAS, proposed revisions to certain sections of the Personnel Manual have been prepared and presented to the City Council for consideration, including updates related to retirement participation, holiday and overtime compensation, time and attendance requirements, vehicle collision reporting, random testing procedures, and travel and training policies, as more fully described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the City Council finds that adoption of these policy updates is in the best interest of the City and its employees.

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

Section 1. Approval of Policy Updates

The City Council hereby approves and adopts the updates to the City of Everman Personnel Manual as set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes, said updates to be effective on the effective date of this Resolution. All provisions of the City of Everman Personnel Manual not updated by Exhibit A shall remain unchanged and in full force and effect.

Section 2. Authorization and Implementation

The Director of Human Resources is hereby authorized and directed to:

1. Incorporate the approved policy updates into the official City of Everman Personnel Manual; and
2. Distribute the updated Personnel Manual to all City employees no later than **January 31, 2026.**

Section 3. Administrative Authority

The Director of Human Resources is further authorized to make non-substantive formatting, numbering, and clerical corrections as necessary to implement this Resolution, provided such changes do not alter the intent or substance of the policies approved herein.

Section 4. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Everman, Texas, on the ____ day of _____, 2026.

CITY OF EVERMAN, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

4902-4833-6774, v. 1

Exhibit A January 2026 Policy Updates

Sec. 3.08. Retirement

City employees who work more than 1,000 hours per year, participate in the Texas Municipal Retirement System (TMRS) as a condition of employment. The employee contribution rate is 6%, and the city contributes an equivalent amount. Additional information can be obtained from the TMRS handbook, available from the Director of Human Resources.

Sec. 4.06. Overtime on Holidays

A non-exempt employee who is required to work on an official paid holiday shall receive one full hour of Holiday Pay in addition to their Regular Pay for each hour work up to the first ten (10) hours worked. Employees required to work on an official paid holiday shall receive one-half (0.5) hours of Holiday Pay, in addition to their Regular Pay, for each hour worked, on an official paid holiday, that are in excess of the first ten (10) hours. Please refer to the example chart below:

Hours Worked on Holiday	Regular Pay Hours	Holiday Hours	Total Compensated Hours
2	2	10	12
10	10	10	20
12	12	11	23
24	24	17	41

Sec. 5.01. Holidays

(a) Eligibility. Regular full-time and part-time City employees will generally not be required to report to work on City holidays. Regular full-time City employees will nonetheless be entitled to receive compensation for ten (10) hours on authorized paid City holidays provided; however, to be eligible for holiday pay, employees must work their regular schedule immediately before and after the holiday unless otherwise approved by their Department Director

Sec. 4.13. Time and Attendance Requirements

The city will utilize a time and attendance management system. All employees shall receive training and guidance on the use of this system. This system is where all payroll data along with time and attendance documentation will be housed. The following are requirements of employees:

- (1) All non-exempt employees are required to clock-in and out daily utilizing the approved time and attendance system. Unless otherwise approved by a supervisor, employees may not clock-in more than 15 minutes prior to the start of their assigned shift, or clock-out more than 15 minutes following the completion of their assigned shift. Employees must be at their duty station and prepared for work when clocking in.
- (2) All employees must required Paid-Time Off (PTO) through the approved time and attendance system.
- (3) Employees are required to review and approve their bi-weekly time sheets within the system by no later than 8:30am on the day of payroll submission (every other Wednesday or the Wednesday immediately preceding payroll).
- (4) Supervisors are required to review and approve all subordinate time sheets within the system by no later than 10:00am on the day of payroll submission (every other Wednesday or the Wednesday immediately preceding payroll). The Director of Human Resources is responsible for compiling and distributing a calendar of these dates to all supervisory staff.
- (5) Any changes within the time and attendance system must be requested in writing. All errors or complaints related to the payroll system shall be submitted in writing to the Director of the Department and the Director of Human Resources. Together, staff shall determine the appropriate resolution or correction.

Sec. 12.09. Vehicle Collision Reports

- (a) **Required.** When a city employee is involved in a vehicle collision while in the course of city employment or while driving a city vehicle, the employee shall report the collision immediately to the police department and to the employee's department head. This requirement exists regardless of injury or severity of damage to property.
- (b) **Other notifications.** Upon notification of an incident, the department head must immediately notify the Director of Human Resources to ensure compliance with Article 11 and facilitate any necessary testing and/or medical treatments. In the absence of the Director Human Resources, department heads shall contact the City Manager.
- (c) **Reporting and Investigation.** All vehicle collisions shall be reported utilizing the prescribed forms. Each incident shall be investigated either (a) by law enforcement when appropriate, particularly if there is damage to any third-party property; or (b) by the department head. The investigation should, at a minimum, identify the operator of the vehicle at the time of the crash, identify damage to all properties, identify all potential contributing factors to the collision, a statement from the employee and all findings. This report shall be forwarded to the City Manager within one-week of the incident.

Sec. 11A.13. Random Testing

- (g) **Not present at work.** In the event a driver who is selected for a random test it not at work that day, the driver will be subjected to the test immediately upon their return to duty.

(i) Exemption. Employees who are currently undergoing treatment as a part of a qualified workers compensation claim or employees on approved medical leave shall not be subjected to random tests.

Sec. 13.06 – Travel and Training Policy

(a) Purpose and Authorization

The City recognizes the value of professional development, training, and participation in meetings, conferences, and programs that enhance employee knowledge, skills, and effectiveness. All travel and training must be directly related to City business and pre-approved by the employee’s Department Director and authorized by the City Manager or designee. Requests shall be submitted through the City’s approved electronic form or workflow system prior to incurring any expenses. Employees are responsible for all costs incurred without prior authorization.

(b) Transportation

- 1. City Vehicles – City vehicles shall be used whenever practical, especially for travel involving multiple employees. The City will reimburse direct operating expenses such as fuel and oil.
- 2. Personal Vehicles – With prior approval from the Department Director, employees may use a personal vehicle for City business. Mileage will be reimbursed at the standard IRS rate in effect at the time of travel. Employees using personal vehicles must maintain valid insurance and are solely responsible for repairs, maintenance, and towing. Carpooling is encouraged when feasible.
- 3. Commercial Transportation – The City will pay for reasonable round-trip airfare at the lowest available rate. Private aircraft, charter flights, or first-class upgrades will not be reimbursed. Ground transportation (e.g., shuttle, taxi, rideshare, or rental car) may be reimbursed when necessary and properly documented.

(c) Lodging

Lodging expenses will be reimbursed when travel requires an overnight stay. Employees must secure the government or conference rate when available. The City’s preferred payment method is through direct billing, an authorized City credit card, or a pre-approved purchase order.

If an employee has a specific desire to utilize alternative lodging (i.e. AirBNB, VRBO, etc), they may elect to do so at their own expense. Employees will only be reimbursed up to the current GSA Rates for lodging at the location for which they are traveling to. Receipts must be itemized and submitted electronically within ten (10) business days of return. Personal charges such as movies, room service unrelated to meals, or personal phone calls must be clearly identified and excluded from reimbursement.

(d) Meals and Daily Expenses

Meal and incidental expenses shall be reimbursed in accordance with the current U.S. General Services Administration (GSA) per diem rates for the travel destination. On travel days, 75 percent of the applicable per diem rate shall apply. Alcoholic beverages are not reimbursable under any circumstance. When meals are provided as part of a conference, training registration, or lodging package, the daily per diem shall be reduced accordingly.

Per Diem Meal Reduction Table Meal Provided	Deduct from Daily Per Diem	Example (\$64 per diem)
Breakfast	15 %	\$9.60
Lunch	25 %	\$16.00
Dinner	35 %	\$22.40

Example: If both breakfast and lunch are provided, the employee may claim 60 percent of the per diem (\$38.40 in this example). Employees must identify all provided meals on their travel request and expense report. If a provided meal is optional and the employee chooses to purchase an alternate meal, no reimbursement will be given for that meal.

(e) Other Reimbursable Expenses

Reimbursable expenses include registration fees, parking, tolls, internet access fees required for City business, and business-related communication costs. Non-reimbursable expenses include entertainment, in-room movies, personal services, or any expenses unrelated to City business.

(f) Direct Payments and City Credit Cards

Direct payments for approved travel must be requested at least ten (10) business days prior to departure. City staff may arrange travel through an approved vendor to secure the most cost-effective rate. The City may issue a travel credit card (P-Card) to authorized employees for eligible travel expenses. All charges must comply with this policy and be supported by itemized receipts. Misuse of a City credit card may result in disciplinary action and repayment of the charged amounts.

(g) Reimbursement Procedures

Within ten (10) business days of returning from travel, employees must submit an itemized expense report with required documentation. Expense reports shall be submitted

electronically and approved by the Department Director before Finance processing.

Reimbursements will generally be issued within fifteen (15) business days following receipt of a complete and approved report. The City does not issue per diem advances; all expenses are reimbursed after travel or paid directly using a City credit card where applicable.

(h) Cancellations

If an employee cancels or fails to attend an approved event, the employee shall refund the City for any prepaid expenses unless the cancellation was due to a City-initiated change, illness, or family

emergency. The City will make reasonable efforts to recover refundable deposits or transfer credits toward future training events.

(i) Probationary Employees and Certification Reimbursement

Employees on probation who voluntarily terminate employment before the end of their probationary period shall reimburse the City for certification or training expenses paid on their behalf. For certifications or training exceeding \$1,000, reimbursement shall be prorated if employment is terminated within one year of the course completion date (100% if within 6 months, 50% if within 6–12 months).

(j) Out-of-State Travel

Out-of-state travel must be pre-approved by the City Manager. Requests must include a justification describing the purpose, benefit to the City, and estimated cost. Out-of-state travel should be limited to training or meetings that provide substantial value not otherwise available within Texas.

(k) Virtual and Remote Training

The City encourages participation in virtual or online training opportunities when they provide equivalent educational value and cost savings compared to in-person attendance. Virtual training expenses, including registration and technology access fees, are eligible for reimbursement under this policy.

(l) Ethics and Conduct

Employees traveling or attending training on behalf of the City are representatives of the organization and are expected to conduct themselves professionally in accordance with the City’s Code of Conduct and Ethics Policy. Employees must avoid conflicts of interest and maintain the highest standards of honesty, integrity, and public trust.

(m) Documentation and Record Retention

All travel and training records, including approvals, receipts, and reimbursement documentation, shall be maintained in accordance with the City’s records retention policy. Departments shall ensure all required records are uploaded to the City’s digital filing system for audit and transparency purposes.



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

AGENDA TITLE: RESOLUTION NO. 2026-01-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, RATIFYING THE APPROVAL AND EXECUTION OF A CONTRACT FOR FIRE EXTINGUISHMENT AND EMERGENCY SERVICES BETWEEN THE CITY OF EVERMAN AND TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE

MEETING DATE: January 13, 2026

PREPARED BY: City Manager

RECOMMENDED ACTION:

Approval

BACKGROUND

The City of Everman contracts annually with Tarrant County Emergency Services District No. 1 (ESD No. 1) for the provision of fire extinguishment and emergency services within designated service areas. These services are authorized under Texas law and are critical to maintaining fire protection, emergency response capabilities, and coordinated regional service delivery.

The FY 2026 Contract for Providing Fire Extinguishment and Emergency Services with a Municipality is effective from October 1, 2025 through September 30, 2026, and outlines service expectations, response requirements, reporting obligations, insurance provisions, and a pay-for-performance funding mechanism. The agreement also includes response area mapping and detailed funding worksheets for fire and EMS services.

Pursuant to administrative authority, the City Manager approved and executed the contract on behalf of the City to ensure continuity of emergency services without interruption.

DISCUSSION

This agenda item requests City Council consideration of a resolution to formally ratify and confirm the City Manager’s approval and execution of the FY 2026 contract with ESD No. 1. Ratification affirms

Council concurrence with the agreement and ensures the contract is fully supported by governing body action.

The contract continues established service levels and operational expectations, including:

- Fire suppression and emergency response services
- EMS first response and transport coordination
- Training, certification, and staffing standards
- Monthly and quarterly reporting requirements
- Performance-based compensation structure

No substantive changes to service delivery or funding methodology are proposed beyond the updated fiscal year term.



FISCAL IMPACT

Funding for services under this agreement is provided through a pay-for-performance structure funded by ESD No. 1, including monthly and quarterly payments tied to documented responses. The contract does not require a direct appropriation from the City’s General Fund beyond existing operational support.

RESOLUTION NO. 2026-01-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, RATIFYING THE APPROVAL AND EXECUTION OF A CONTRACT FOR FIRE EXTINGUISHMENT AND EMERGENCY SERVICES BETWEEN THE CITY OF EVERMAN AND TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Everman, Texas (“City”) is authorized under Texas law to contract with emergency services districts for the provision of fire protection and emergency services; and

WHEREAS, Tarrant County Emergency Services District No. 1 (“District”) is a duly organized political subdivision of the State of Texas authorized to provide fire extinguishment and emergency services within its service area; and

WHEREAS, the City and the District negotiated a Contract for Providing Fire Extinguishment and Emergency Services with a Municipality, effective October 1, 2025, through September 30, 2026, setting forth the terms, service expectations, and funding mechanism for such services; and

WHEREAS, the City Manager, acting within the administrative authority granted by the City Charter and applicable law, approved and executed the contract on behalf of the City of Everman; and

WHEREAS, the City Council desires to formally ratify and confirm the City Manager’s approval and execution of said contract to ensure full transparency and Council concurrence;

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

Section 1. Ratification

The City Council hereby ratifies, approves, and confirms the approval and execution of the Contract for Providing Fire Extinguishment and Emergency Services between the City of

Everman and Tarrant County Emergency Services District No. 1, as executed by the City Manager, including all exhibits and appendices thereto.

Section 2. Authorization

The City Manager is hereby authorized to take any and all actions necessary to administer and implement the contract in accordance with its terms, including coordination, reporting, and operational oversight consistent with the agreement.

Section 3. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Everman, Texas, on this ___ day of _____, 2026.

CITY OF EVERMAN, TEXAS

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND EMERGENCY
SERVICES WITH A MUNICIPALITY**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2025 by and between **TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as "DISTRICT", a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the "Act", and the **CITY OF EVERMAN**, hereinafter called "The City", duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts;

WHEREAS, pursuant to Section 775.031 of the Act, the DISTRICT has the authority to enter into contracts with others, whereby firefighting facilities and fire extinguishment and emergency services may be available to the DISTRICT, upon such terms as the governing body of the DISTRICT shall determine;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of TARRANT County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and emergency services with THE CITY which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, THE CITY currently provides for extinguishment and emergency services and is willing to furnish such equipment and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, THE CITY represents and warrants that it is in full compliance with any and all local, federal, and state laws applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas.

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Findings of Fact - The DISTRICT and THE CITY find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions - The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT - Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT - Shall mean an act or circumstance by either party to this contract, which violates or results in material, uncured non-compliance with this Contract or any provision herein.

CONTRACT - This Contract, including exhibits thereto, and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES - District policies **if any**, provided in writing to City by District prior to execution of this Contract and in effect on the date the contract is signed by both parties.

THE CITY - The **CITY OF EVERMAN** is home rule municipality of the State of Texas, duly organized and existing under the laws of the State of Texas.

DISTRICT - TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1, A political subdivision of the State of Texas was created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY - A circumstance of urgent necessity requiring immediate action to protect health, safety and welfare or property of the public and commercial interests within the Service Area.

EMERGENCY SERVICES - Activities which are required for and related to the control and extinguishment of fires and the providing of service as a "Emergency

Medical Services Provider" as defined by Chapter 773, Texas Health and Safety Code; May also include other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of THE CITY to provide specialized services in addition to those required above.

EQUIPMENT- Firefighting vehicles and emergency equipment that are reasonably required to provide fire extinguishment and emergency services in the service area by THE CITY pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more Fire Departments to respond to formal requests for assistance under specific conditions. May include an on-scene or responding primary Fire Department call for assistance that has not been pre- arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the primary service area as described in **Appendix A** attached hereto and incorporated herein for all purposes.

Section 1.03 Construction of Terms - In this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II REPRESENTATIONS

Section 2.01 District's Representations - The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.
2. The DISTRICT has, by proper action, duly authorized the execution and delivery of this contract.
3. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 The City's Representations - THE CITY hereby makes the following representations and warranties as the basis for the undertakings on the part of THE

CITY herein contained:

1. THE CITY, is a duly created and existing home rule municipality of the State of Texas and has authority to enter into this Contract and the transactions contemplated hereunder and to carry out its obligations hereunder.
2. THE CITY, has, by proper action, duly authorized the execution and delivery of this Contract. THE CITY shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder and/or Ambulance Transport Emergency Medical Services.
3. THE CITY is expected to respond to a minimum of 80% of the calls for assistance that it is dispatched to in its primary contracted response area each month.
4. A turnout time of 90 seconds or less on 90% or more of responses within the primary contracted response area is expected.
5. If during any one month period, THE CITY is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with THE CITY Fire Chief or representative and make recommendations to improve response capabilities.
6. Beginning with the second month and for each additional month that THE CITY fails to respond to more than 20% of the calls for assistance in their jurisdiction, THE CITY's quarterly payment amount shall be divided by the total number of calls dispatched for that month and payment made to the city or cities that were the primary responder on each call.
7. Without verifiable justification of extenuating circumstances, failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract if a solution that is agreeable to both parties cannot be reached.
8. THE CITY warrants and represents that it shall comply in good faith with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to THE CITY and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted THE CITY and DISTRICT policies currently in effect.

9. THE CITY shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verification.
10. THE CITY shall ensure that all personnel entering into IDLH atmosphere must possess a minimum of Basic Firefighter certification through the Texas Commission Fire Protection (TCFP). No person shall enter these areas without the above certification under any circumstances. Annual training requirements must be met to maintain certifications in active status.
11. THE CITY shall ensure that personnel responding to Emergency Medical calls have the following Certifications/License:
 - Current Texas Department of State Health Services (DSHS) for ECA/EMR or EMT or EMT-Advanced or EMT-Paramedic or Licensed Paramedic
 - Documentation of completed and passed current Medical Protocol Test and Skills Proficiency Test.
 - Proctors for testing shall be authorized by The City's Medical Director.
 - All members shall adhere to the Provider's Medical Director's emergency medical protocols.
12. THE CITY warrants that the Fire Chief and Assistant Chief if applicable, have the following certifications:
 - Head of Department (Fire Chief)
 - Intermediate or higher Firefighter Certification
 - ICS 100 - 400 and ICS 700 & 800
13. THE CITY shall ensure that at least 100% of all personnel participating in emergency operations have completed a minimum of 20 hours of training approved by TCFP, for the previous 12-month period beginning November 1st of the contract year and ending October 31st of the pending contract year.
14. All additional response requirements and ESD expectations can be found in **Appendix B** attached hereto and incorporated herein for all purposes.

Section 2.03 Joint Representations – Neither the DISTRICT or THE CITY, including their respectively elected officials, has any prohibited conflicting interests, financial, employment or otherwise, in the transactions contemplated hereby, other than as a

resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of the governing body of THE CITY or THE DISTRICT shall be an interested party or a party which benefits from any conduct of business by THE CITY or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should THE CITY or THE DISTRICT or any member of the governing body of either or any other responsible person believe a party or person governed by the Contract is violating this provision, the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

**ARTICLE III
SERVICES TO BE PROVIDED**

Section 3.01 General - During the term of this Contract, which shall be from October 1, 2025 to September 30, 2026 (the "Initial Term"), THE CITY agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week as follows:

Section 3.02 Non-Exclusive Agreement - THE CITY and the DISTRICT hereby acknowledges and agrees that the CITY's primary responsibilities are to its assigned Service Area. The DISTRICT acknowledges that THE CITY may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits - THE CITY agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is THE CITY'S sole responsibility to renew and maintain its status as a "Emergency Medical Services Provider" as defined by Chapter 773, Texas Health and Safety Code. Upon written notification by DISTRICT to CITY of a violation of this section 3.04, the DISTRICT will temporarily retain and withholding of all payments by the DISTRICT to THE CITY until the problem is corrected and, if the default is not corrected within ninety (90) days, the DISTRICT may terminate this Contract, at which time it will release all payments that were being temporarily retained and withheld.

Section 3.04 Maintenance and Operation - During the term of this Contract, the DISTRICT shall have no responsibility or liabilities whatsoever for operating any equipment by which Emergency Services are provided by THE CITY. Such responsibilities belong **solely** to THE CITY. Maintenance and repair of all equipment owned by THE DISTRICT and operated by THE CITY shall be handled in accordance with **Appendix C** attached hereto and incorporated herein for all

purposes.

Section 3.05 Liaison - The City Manager, Administrator of Record (Sec 773.05711) or designee, shall be the liaison with the DISTRICT. The Executive Director from the DISTRICT shall be the liaison with the CITY.

Section 3.06 Independent Contractors: Personnel of The City- The parties specifically agree that, as governmental units contracting under chapter 791 for the furnishing or obtaining of services of a fire department, the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that would arise from the furnishing of those services. In accordance with Section 791.006 (a) of the Texas Government Code.

Section 3.07 Automatic Aid –THE CITY agrees, subject to availability of personnel and equipment, to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. THE CITY further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.08 ISO Rating - In order to accomplish a County-wide ISO rating improvement, THE CITY agrees that all of its apparatus shall be equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961
- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

**ARTICLE IV
INSURANCE AND INDEMNIFICATION**

Section 4.01 Insurance - THE CITY agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. THE DISTRICT and THE CITY agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.
2. THE DISTRICT and THE CITY agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for

any and all risks that may be necessary in its operations as a municipal government or an emergency services organization.

- 3. Each insurance policy provided for in this Contract shall be in the name of THE CITY and/or THE DISTRICT, as appropriate, as the named insured.

Section 4.02 Workers' Compensation Coverage - THE CITY shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from THE CITY'S performance under this contract THE CITY recognizes that the DISTRICT has no responsibility to furnish this coverage, and THE CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, THE CITY will be considered in breach of contract. All payments made by the DISTRICT to THE CITY shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Immunity - It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or THE CITY waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement.

ARTICLE V OBLIGATIONS OF THE DISTRICT

Section 5.01 Payment by The District-

- 1. **Payment for Services** -. The DISTRICT shall annually compensate THE CITY (1) for firefighting services provided by THE CITY in the amount of \$ **203,600** payable in quarterly installments of \$ **50,900** on or before the 25th of the month after the end of a fiscal year quarter and (2) for Emergency Medical Services provided in the amount of \$ **71,867** payable in quarterly installments of \$ **17,967** on or before the 25th of the month after the end of a fiscal year quarter. The DISTRICT may terminate this agreement for nonappropriation of funds, provided, however, that the DISTRICT will be required to make all payments due to CITY for firefighting and/or emergency medical services already provided by CITY as of the date of receipt by CITY of the written notice of termination.

- 2. Advance Funding Annual Flat Rate Payment – In addition to the payments set forth in section 5.01, subsection 1 above, the DISTRICT will also pay to The CITY a flat rate payment of \$25,000, by October 31st of every fiscal year during the term (Initial Term or any Renewal Term) of this Contract.

- 3. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to THE CITY are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and THE CITY, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property of THE CITY, except for that real or personal property purchased by DISTRICT and with DISTRICT Funds.

**ARTICLE VI ASSIGNMENT AND
MODIFICATION**

This Contract shall not be assignable by THE CITY or the DISTRICT, in whole or in part without obtaining the prior **written** consent of the other party. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended by mutual agreement so that the payments may be adjusted accordingly. It is understood and agreed between the parties that the DISTRICT may not modify the Service Area of THE CITY without THE CITY'S approval.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Inspection of Equipment –

- 1. The District or its agent has the right to inspect the equipment and/or records of THE CITY relating to the firefighting and/or emergency medical services equipment of THE DISTRICT upon provision of at least three business days notice of intent to inspect.

- 2. In the event that the proper records are not available, or the inspection reveals that the equipment is not in operating condition THE CITY will authorize a re-inspection

by the DISTRICT within fifteen (15) days.

3. The Parties agree that clerical/reporting issues alone with regard to records shall not constitute a breach of this Contract if, after written notification to City regarding the issue, the issue is corrected within fifteen (15) days.
4. In the event the equipment is not in operating condition during the re-inspection, the DISTRICT may temporarily retain/withhold all payments by the DISTRICT to THE CITY, with those payments being paid when the equipment returns to operating condition.

Section 7.02 Out of Service Apparatus and Equipment - THE CITY shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service THE CITY will notify Fire Dispatch.

Section 7.03 Reports and Other Information -

1. THE CITY shall maintain accurate, up to date records in their RMS for personnel, apparatus, training, and incidents.
2. THE CITY shall complete a basic incident report in RMS within 24 hours of completion of each of THE CITY's emergency responses into the contracted service area. Reports shall be a complete, thorough, accurate description of actions taken by The City's personnel and shall include an appropriate narrative(s) section.
3. By the tenth of each month, THE CITY shall submit to TxFIRS and/or NFIRS or NERIS via the RMS, the previous month's incident reports.
4. THE CITY must provide the DISTRICT with statistical response reports upon request for the verification of submitted response data.
5. THE CITY shall submit to the DISTRICT, **upon request**, the contracting cities' most recently completed audit for the fiscal year.

Section 7.04 Identification- THE CITY shall ensure that each of its members has uniform name and rank marking and/or a department identification card when operating at incidents within THE DISTRICT.

Section 7.05 Term of Contract - This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2025 and ending at 12:00 midnight on September 30, 2026. The contract shall not be renewed but may be extended, under its original terms, by mutual written agreement of the parties for a period not to exceed ninety (90) days. It is understood by THE CITY and

DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2026.

Section 7.06 Termination of Contract by Mutual Agreement –

1. This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation, or for non-payment of funds by the DISTRICT, or as otherwise allowed hereunder.
2. If either party elects to terminate this agreement, a 60-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement.
3. If the Contract is terminated for any reason by either party, THE CITY understands that it will receive compensation under this Contract for all services provided up until the effective date of termination but not beyond.

Section 7.07 Termination of Contract for Breach –

1. This Contract may be terminated by either party due to the other party committing a "Breach of Contract" as the same is defined in Section 1.02 herein which remains uncured at the end of any provided cure period or, if no cure period is provided, at the end of 30 days following written notice as provided herein.
2. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.09 hereof.
3. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.
4. In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no "Breach of Contract" has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.09 hereof.
5. If the Parties remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may, by mutual agreement, be determined by binding mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and THE CITY.

Section 7.08 Rights on Termination - To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination.

Section 7.09 Notices –

1. All notices, certificates, or other communications hereunder shall be deemed delivered three (3) business days after deposit into the U.S. Mail, first class postage pre-paid and addressed as set forth below or on the date sent by proven facsimile or by e-mail with verification of receipt.
2. For a notice of breach of contract, the notice shall be deemed delivery when a return receipt is signed for the notice which is sent by U.S. certified mail, with a signed, return receipt requested, addressed as follows:

If to the **DISTRICT**:

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO.1
4900 River Oaks Blvd.
River Oaks, TX 76114

If to the **THE CITY**:

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

The DISTRICT or THE CITY may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect - This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and THE CITY, and their respective successors and any permitted assigns.

Section 7.11 Severability - In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart - This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which

shall constitute but one in the same instrument.

Section 7.13 Captions - The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship - Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. By entering into this Contract, neither the CITY nor the DISTRICT waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule or regulation.

Section 7.15 Governing Law - The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas.

Section 7.16 Enforcement –

1. In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity.
2. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in TARRANT County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in TARRANT County, Texas.
3. This Agreement shall be governed by the laws of the State of Texas. If the DISTRICT or THE CITY is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney fees, incurred therein.

Section 7.17 Force Majeure - To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, weather, equipment failures, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms - The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

(Signature pages to follow)

In witness thereof, the DISTRICT and THE CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2025.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT #1
4900 River Oaks Blvd.
River Oaks, TX 76114

By: _____

Donnie Davis, President

Sworn and subscribed to me this _____ Day of _____, 2025.

SEAL:

Notary Public, State of Texas

ATTEST:

BY: _____
Richard Casarez, Secretary

Sworn and subscribed to me this _____ Day of _____, 2025

Notary Public, State of Texas

SEAL

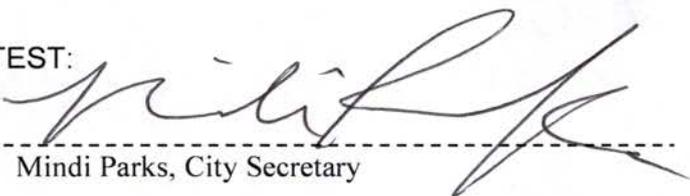
In witness thereof, the DISTRICT and THE CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first signed by all of the parties hereto.

Signed this 10 Day of January, ²⁰²⁴~~2025~~.

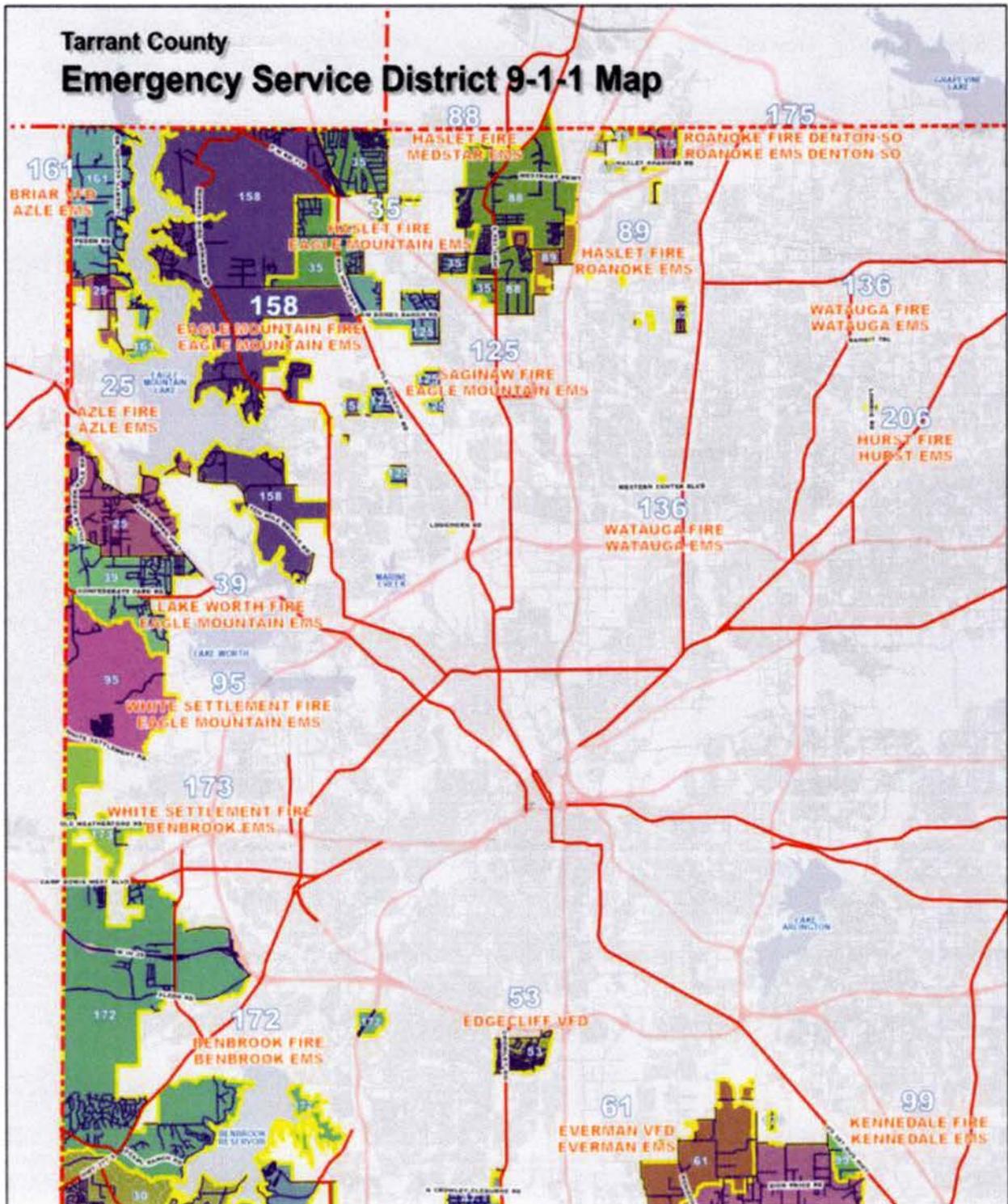
CITY OF EVERMAN

BY: 

Craig Spencer, City Manager

ATTEST: 
BY: -----
Mindi Parks, City Secretary

Appendix A



Appendix B

Funding Mechanism, Response Expectations, and Response Reporting

The following information is meant to provide contract departments with a better understanding of the proposed FY 2026 funding mechanism and expectations of each department in the service to the Tarrant County Emergency Services District 1 community:

Fire Response/EMS First Response Funding:

- The funding model is the \$25,000 initial payment annually in October, followed by \$1,300/fire incident for all fire responses in the provider's primary ESD response area.
- Fire responses include all types of fires, investigations, major accidents, Haz Mat related incidents, and technical rescues.
- In the event of a large-scale incident of any nature lasting more than six hours, all responding departments will receive a stipend of \$1,000 to offset expenses for an incident of this nature.
- Emergency medical incidents of priority 1 or 2 nature (life threatening or potentially life threatening) as determined by emergency medical dispatch will be funded at a rate of \$350 per incident for one Basic Life Support first response unit with at least two medically certified (ECA or greater) personnel. Advanced Life Support first responses will be funded at \$500 per incident with the same minimum staffing requirements.
- Service call responses such as lift assists and welfare checks will be funded at \$350 per incident.
- Cancellations while enroute, no incident found, deceased on scene, and similar type responses will be funded at \$250 per incident.
- Community activities such as smoke detector installs, PR event attendance, and the like do not qualify for funding from the ESD. Attendance to these events or situations is at the sole discretion of Department leadership.
- Monthly reports that summarize all responses by type (form will be provided) will be required prior to issuance of quarterly payments.

EMS Transport Funding:

- Ambulances responding to the transport of sick or injured parties will be paid at a rate of \$750 per transport.

- Incidents requiring transport services from more than one ambulance will be paid at the same \$750 rate for transport.
- There will be no additional fee paid if more than one patient is transported in the ambulance at the same time.
- Transport refusals at the patient's discretion will be paid at a rate of \$400.
- If an ambulance is cancelled while still responding to an incident, a fee of \$250 will be paid to the responding agency.
- Monthly reports that summarize all responses by type (form will be provided) will be required prior to issuance of quarterly payments.

ESD Expectations:

- The only response expectation of ESD leadership is that a single properly staffed and equipped fire apparatus or ambulance will respond with the appropriate minimum staff of certified personnel.
- There is no expectation of a multi-unit response from one jurisdiction. Larger incidents requiring multiple units will be handled using mutual aid units as outlined in the CAD response plans for each designated area.
- For the purposes of this document, the following minimum staffing guidelines are in place:
 - Brush or Rescue including EMS First Response – two certified personnel with current fire and EMS certification.
 - Fire Engine, Aerial Ladder, or Water Tender/Tanker functioning as an Engine – Three certified personnel with current fire and EMS certification.
 - Water Tender/Tanker for water supply/shuttle only – one certified person with current fire and EMS certification.
- Sending multiple units from one responding agency is solely at the discretion of the responding Department's leadership. No additional compensation will be provided in these instances.
- All incidents within Tarrant County ESD 1 territory are to be handled via communication with the Tarrant County Regional Communications Center (TCRCC).
- It is the responsibility of each contract department to ensure a process is in place to collect response data in the format required by the ESD (form provided) for the purposes of validating responses for quarterly payments.
- Completion of the provided form for response documentation will be the primary means of response tracking. In the event of any concerns involving responses and/or response

types, detailed department incident reports will be requested to validate response data. As a secondary redundancy, dispatch information for incidents may also be requested.

Fire Funding Worksheet

Month	Fires, MVA's, Rescues	Fee	ALS First Response	BLS First Response	Fee	Service Incidents	Fee	Cancelled Enroute	Fee	Total Incidents by Month	Total FY 2027 Funding by Month
October		\$0			\$0		\$0		\$0	0	\$0
November		\$0			\$0		\$0		\$0	0	\$0
December		\$0			\$0		\$0		\$0	0	\$0
Q1 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
January		\$0			\$0		\$0		\$0	0	\$0
February		\$0			\$0		\$0		\$0	0	\$0
March		\$0			\$0		\$0		\$0	0	\$0
Q2 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
April		\$0			\$0		\$0		\$0	0	\$0
May		\$0			\$0		\$0		\$0	0	\$0
June		\$0			\$0		\$0		\$0	0	\$0
Q3 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
July		\$0			\$0		\$0		\$0	0	\$0
August		\$0			\$0		\$0		\$0	0	\$0
September		\$0			\$0		\$0		\$0	0	\$0
Q4 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
Total by Type	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0

EMS Funding Worksheet

Month	Ambulance Transports	Fee	No Transport	Fee	Cancelled Enroute	Fee	Total Incidents by Month	Total FY 2027 Funding by Month
October		\$0		\$0		\$0	0	\$0
November		\$0		\$0		\$0	0	\$0
December		\$0		\$0		\$0	0	\$0
Q1 Totals	0	\$0	0	\$0	0	\$0	0	\$0
January		\$0		\$0		\$0	0	\$0
February		\$0		\$0		\$0	0	\$0
March		\$0		\$0		\$0	0	\$0
Q2 Totals	0	\$0	0	\$0	0	\$0	0	\$0
April		\$0		\$0		\$0	0	\$0
May		\$0		\$0		\$0	0	\$0
June		\$0		\$0		\$0	0	\$0
Q3 Totals	0	\$0	0	\$0	0	\$0	0	\$0
July		\$0		\$0		\$0	0	\$0
August		\$0		\$0		\$0	0	\$0
September		\$0		\$0		\$0	0	\$0
Q4 Totals	0	\$0	0	\$0	0	\$0	0	\$0
Total by Type	0	\$0	0	\$0	0	\$0	0	\$0

Appendix C

Fire Equipment Maintenance and Repair

Tarrant County Emergency Services District #1 (TCESD #1) provides water tenders and/or brush trucks to many contracting agencies. These apparatuses are owned and insured by TCESD #1, but contract cities are permitted to use these vehicles within their own communities and in service to their mutual aid partners as well. Therefore, maintenance and repair of these vehicles will be shared between TCESD #1 and the contracting cities. The following is a breakdown of the responsible party for various maintenance and repair situations.

TCESD #1 Responsibilities for Maintenance & Repair:

- (1) Annual comprehensive preventative maintenance service
- All unexpected repairs that are over \$500
- Replacement of tires every two years
- Annual pump testing
- Repair or replacement of TCESD #1 provided loose equipment items

Contract Municipality Responsibilities for Maintenance & Repair:

- All light bulbs, added operating fluids, windshield wipers, and any other minor maintenance items
- Unexpected repairs that are less than \$500
- Repair of flat tires or damage to a tire requiring singular replacement
- Annual hose and ladder testing if applicable
- Repair or replacement of any Contract Municipality provided loose equipment items



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

AGENDA TITLE: RESOLUTION NO. 2026-01-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXPEND UP TO \$296,300 FOR THE EMERGENCY REPLACEMENT OF A GROUND STORAGE WATER TANK AT THE HIGH SCHOOL WELL SITE; DECLARING THAT AN EMERGENCY EXISTS DUE TO DAMAGE RENDERING THE TANK UNUSABLE; AUTHORIZING THE BYPASS OF COMPETITIVE BIDDING REQUIREMENTS AS PERMITTED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

MEETING DATE: January 13, 2026

PREPARED BY: City Manager

RECOMMENDED ACTION:

Approval

BACKGROUND

The City of Everman operates multiple well sites that collectively provide potable water to meet the City's daily system demands, storage requirements, and distribution pressures. One of these critical facilities is the High School Well Site, which includes a ground storage water tank used to support system reliability and peak demand.

The ground storage tank at the High School Well Site has sustained significant damage and is currently unusable, rendering the site non-operational. As a result, this facility is unable to contribute storage or support water system pressures as designed.

This well site must be operational in order for the City to meet overall water system demands. Continued operation without this storage capacity creates a risk to system performance and reliability, particularly during peak usage periods.

ISSUE

The damaged ground storage water tank must be replaced immediately to restore full operation of the High School Well Site and ensure adequate water service for the community.

Due to the urgent nature of this failure and the need to promptly restore critical water infrastructure, staff recommends proceeding with an emergency replacement of the tank.

ANALYSIS

The City’s consulting engineer prepared an Opinion of Probable Construction Cost for the replacement of the High School ground storage water tank. The total estimated project cost is \$296,300, which includes demolition of the existing tank, installation of a new 100,000-gallon steel ground storage tank, associated piping, electrical controls, site restoration, contingency, and engineering costs.

Under Texas law, competitive bidding requirements may be waived when an emergency exists and immediate action is required to protect public health, safety, and welfare or to respond to unforeseen damage to public property. The failure of this tank meets those criteria.

Delaying the project to conduct a formal bidding process would prolong the outage of this critical facility and negatively impact the City’s ability to reliably meet water system demands.

FISCAL IMPACT

The total project cost is not to exceed \$296,300. Funding is anticipated to be paid from available water utility funds or other legally available funding sources.

LEGAL AUTHORITY

Texas Local Government Code §252.022 allows for the waiver of competitive bidding requirements in the event of an emergency where immediate procurement is necessary to preserve or protect public health or safety or to address unforeseen damage to public property.

RESOLUTION NO. 2026-01-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING AND RATIFYING THE CITY MANAGER’S PURCHASE OF A REPLACEMENT GROUND STORAGE WATER TANK AT THE HIGH SCHOOL WELL SIT, INCLUDING INSTALLATION THEREOF, FOR A PRICE NOT TO EXCEED \$296,300 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 252.022(A)(2) AND (3) WITHOUT THE NECESSITY OF COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Everman owns and operates the municipal water system, including the High School Well Site ground storage water tank; and

WHEREAS, the ground storage water tank at the High School Well Site has recently sustained damage and is currently unusable, rendering the facility non-operational; and

WHEREAS, this well site is a critical component of the City’s water distribution system and must be operational in order to meet daily water system demands, system pressure requirements, and overall service reliability; and

WHEREAS, continued operation without this storage capacity poses a risk to the City’s ability to adequately serve residents, businesses, and public facilities; and

WHEREAS, the City’s consulting engineers have prepared an Opinion of Probable Construction Cost for the emergency replacement of the High School ground storage tank in an amount not to exceed \$296,300, inclusive of contingencies and associated costs; and

WHEREAS, the immediate procurement of goods and services for the replacement of the damaged ground storage water tank is necessary for (i) the preservation of the public health and safety of the City’s residents and (ii) the repair of unforeseen damage to public machinery, equipment, or other property, and, pursuant to Texas Local Government Code §§252.022(a)(2) and (3), such procurement shall be exempt from the bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Everman finds it to be in the public interest to ratify and approve the City Manager’s purchase of a replacement ground water storage tank at the High School site, including installation thereof, for a price not to exceed \$296,300.00;

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

1. Emergency Declaration

The City Council hereby finds and declares that an emergency exists under Texas Local Government Code sections 252.022(a)(2) and (3) with regard to the urgent need for immediate replacement of the High School Well Site ground storage water tank that has recently been rendered unusable and non-operational.

2. Ratification and Authorization of Expenditure

The City Manager’s expenditure of an amount not to exceed \$296,300 for the emergency replacement of the ground storage water tank at the High School Well Site, including installation thereof, is hereby ratified and approved.

3. Waiver of Competitive Bidding

In accordance with Sections 252.022(a)(2) and (3) of the Texas Local Government Code, this purchase is exempted from the bidding requirements otherwise required by Chapter 252.

4. Implementation Authority

The City Manager is authorized to take all necessary actions to implement this Resolution, including the negotiation and execution of contracts, purchase orders, and related documents required to complete the emergency replacement and all such actions by the City Manager are hereby ratified and approved.

5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Everman, Texas, on this ___ day of _____, 2026.

CITY OF EVERMAN, TEXAS

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

4905-2870-0806, v. 1

FINAL OPINION OF PROBABLE CONSTRUCTION COST

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

Date: August 19, 2025

JOB NO: EVR 25002
CLIENT: CITY OF EVERMAN

DESC: High School Ground Tank Replacement

Item No.	Description of Item	Unit Quantity	Unit	Unit Cost	Item Cost
1	Site Preparation & Restoration	1	LS	\$7,500.00	\$7,500.00
2	Excavation	75	CY	\$150.00	\$11,250.00
3	Demolition and Disposal of Ground Storage Tank	1	EA	\$30,000.00	\$30,000.00
4	100,000 Gal Steel Ground Storage Water Tank (30' dia x 20')	1	LS	\$160,000.00	\$160,000.00
5	Yard Piping, Fittings, Valves and Appurtenances	1	LS	\$23,000.00	\$23,000.00
6	Site Electrical Controls & Instrumentation	1	LS	\$12,000.00	\$12,000.00
7	Trench Safety	40	LF	\$60.00	\$2,400.00
8	Connect to Existing Water System	2	EA	\$2,000.00	\$4,000.00
9	Miscellaneous Utility Allowance	1	LS	\$7,500.00	\$7,500.00
				Subtotal	\$257,650.00
				15% Contingency	\$38,647.50
				Engineering / Surveying	\$44,444.63
				PROJECT TOTAL	\$296,300