



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, January 17, 2023 at 6:30 PM
212 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

November 1, 2022 Regular Meeting

November 15, 2022 Regular Meeting

December 20, 2022 Regular Meeting

B. Financials

December 2022

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. City of Everman Drainage Study - Councilwoman Johnnie Allen

B. Water Rates - Councilwoman Johnnie Allen

C. STAFF UPDATES/REPORTS

- Tarrant County Regional Communications (Dispatch Services)

- Legends of Hanna Ranch Subdivision Development

- Mobile Food Truck Park Construction

- Everman Civic Center Rentals

- City-Wide Cleanup Event 2023

- Wichita Street Expansion Project Update

- City Park & CDBG Project Updates

8. CONSIDERATION AND POSSIBLE ACTION

A. Approve Resolution 2023-01-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES WITH THE CITIES OF MANSFIELD AND FOREST HILL; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Approve Job Description for the position of Director of Communications

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

11. MAYOR'S REPORT

12. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday January 13, 2023.

/s/ Mindi Parks
City Secretary

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

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

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

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

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

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

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



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, November 01, 2022 at 6:30 PM

212 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor called meeting to order at 6:30pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

A. Oath of Office - Officer Ashley Bolliger

Craig presented the Oath of Office to Ashley Bolliger and introduced her to the Council.

B. Timberview Farmstead Presentation

Alan Brown and his brother Randy Brown have come to show the council their vision they have for the Timberview Farmstead and where they are at with this vision. They have bought the old Golf Course and some of the land surrounding it. They are in the process of transforming it into a state-of-the-art learning community and teaching farm and right now we have 155 acres available for development, four houses for farm personnel, several large ponds and a boathouse dock, we began construction on ten barns with target completion of April 2023, and Farm staff ready to teach. Timberview founding vision is to create a different kind of community of learning through food, farming and agriculture, with focus on at risk students. Alan stated that they want to create a community that provides good soil for learning, growing, and belonging. This vision includes two restaurants and this would be an overnight stay facility also as well as a school for grades 6th-12th. Timberview is a learning community and teaching farm that educates, equips and empowers young people to live deeply rooted lives. Alan then displayed the community that he wants to build that would include a Teaching farm, Aquaponics Greenhouse, Community Center, Pocket Neighborhood, Hospitality Group, and Village Creek Academy grades 6-12, which his brother Randy is the founder of. The barns he mentioned that are being built will be for farm animals for field trips that will be for 1st-6th grades and also participate and learn about the Aquaponics Greenhouse also. Alan displayed a map of the current Site Plan for them to review and see of the entire property. He was showing them the layout and where the school, restaurants, barns, and just an overview of the property. Alan also mentioned about the Timberview structure and how it was built which was made by hand and no screws or nails are in it. He just mentioned that council should take some time to go see it. It is very beautiful and unique. Alan stated that Phase 1 is the Teaching Farm which is a ticket venue covering 26 acres dotted with 10 barns filled with all kinds of animals that is open to the general public. Also, scheduled Field Trips for students from all around DFW area and this also includes a large Pavilion that will host regular Farmer's Market. The Aquaponics Greenhouse which consist of 14,500+ square foot state-of-the-art greenhouse growing produce for sale to the public through CSA subscriptions, farmers markets, and wholesale accounts. Includes large classroom space for instruction and tours.

Last in Phase 1 is Village Creek Academy to provide a healthy environment for students to thrive and grow. Alan moved to Phase 2 of this Project and it includes Hospitality Program which includes Farm to Table Restaurant seating 100, Cafe/Coffee Shop counter service seating for 80, 36 room boutique hotel (24 cottages and 12 room lodge) and Event Venue for 300 people. Phase 2 also has Retail Shops and Medical Clinic that will have 4-6 medical professionals (doctors and PAs) 10,000 sq. ft. of retail and medical clinic. Last, Village Creek Academy is in Phase 2. This will be 200-400 students grades 6-12. Alan displayed a map showing all this on a slide show to the council. This displayed the Greenhouse and Pavilion and also a model of the Aquaponics Facility that is in Colorado. He is excited about this project and wanted to share this with the city council and staff and show where they are and how it is going. They are in hopes for this to be open by next Summer.

6. CITIZEN'S COMMENTS

Danny Longoria approached council thanking them for their services. He also stated that he would like some help on the noise and dust in the air coming from the construction on Enon. There is a lot of banging in the middle of the night around three or four o'clock in the morning. That was his comments to council.

7. DISCUSSION ITEMS

A. Meetings of Boards & Commissions - Councilwoman Johnnie Allen

Johnnie Allen stated that she just wanted clarification on when the boards meet and what is the time they meet also. Craig stated that it is up to council to make the rules for these Boards. The council approves the members but also left it to the Board to make those decisions on when they meet and what time. Chairman or President is the one that sets and makes those meetings. They also are the ones that make sure the members are there for the meeting. Susan stated that all Boards need to meet at least once quarterly. Mayor also stated that he is also good with need to be called meetings. Johnnie also stated that when you don't meet for months then when you do want to have a meeting they may not be available and then becomes not dependable and would want to take these members off the Board. Short notice is a problem also. President of the Boards need to be more on top of the meetings and getting the members to attend these meetings. Craig wants to be clear that it is Council's responsibility of the Boards and not the City Manager. This is in the Governance Policy and it will remain the same.

B. Everman Police Department Retention Pay Proposal

Craig stated that there is a staffing crisis at the Police Department. There are several already gone due to more money. Craig would like to compensate the officer's that are having to cover all the gaps in the Police Department and help keep the moral up. Craig is proposing a \$3000 Retention Pay Bonus for ranks Sargent and below that are qualified. What Craig hopes to gain from this proposal is to soften the blow and compensate these officer's that are working very hard to cover the gaps at the Police Department and keep the moral up. Craig stated that the first payment would be November 1st, and the second payment would be December 15th. There is no negative impact on the Budget. He is also pulling SRO Officer's to cover patrol shifts. We currently have six SRO officer's and five Patrol officer's, normally there is eight Patrol officer's. We do have salary savings that is helping this also stay on Budget and have no impact. Positions are there in Budget and not being used and that is making the savings to implement this Pay Proposal. It is very competitive with everyone hiring and hiring at a higher pay also. There are three current openings and two others just waiting on information and will be gone to make the Police Department down five officer's. This is on the agenda for approval tonight.

8. CONSIDERATION AND POSSIBLE ACTION

- A. RESOLUTION # 2022-11-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING THE IMPLEMENTATION OF A RETENTION COMPENSATION POLICY FOR THE EVERMAN POLICE DEPARTMENT TO REDUCE EMPLOYEE ATTRITION BY PROVIDING A BONUS TO QUALIFIED POLICE OFFICERS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion Carried.

- B. Approve Ordinance #792 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS BY ADDING A NEW SECTION 2-72 "SENIOR CITIZENS ADVISORY BOARD" TO ARTICLE V "BOARDS AND COMMISSIONS" OF CHAPTER 2 "ADMINISTRATION"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders. Amended motion made by Place 5 Sellers to amend Ordinance 792 to five members instead of seven as discussed, Second 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.

- C. Consideration of Appointment/Re-Appointment of members to the Economic Development Corporation Board

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.

- D. Consideration of Appointment/Re-Appointment of members to the Public Library Board

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.

- E. Consideration of Appointment/Re-Appointment of members to the Planning and Zoning Commission

We do not have a vacancy for this board. No action taken.

- F. Consideration of Appointment/Re-Appointment of members to the Senior Citizen Advisory Board

Motion made by Place 5 Sellers to approve the one years terms board members and two year term board members for the Senior Citizens Board 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.

- G. Consideration of Appointment/Re-Appointment of members to any other Boards & Commissions

No action taken

- H. Approve the allocation of \$80,000.00 of American Rescue Plan Funds for overhaul of all electrical equipment at the Columbine Well Site

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.

- I. Approve the allocation of up to \$90,000 of American Rescue Plan Funds for necessary replacement of the roof of Everman City Hall

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

Motion Carried.

- J. Approve the allocation of \$48,000.00 of American Rescue Plan Funds for Community Facility and Park Facility Improvements

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

9. EXECUTIVE SESSION

- A. Section 551.071 & 551.074 - Everman Animal Control and the Everman Animal Shelter

Open 8:12pm

Closed 8:28pm.

No action Taken

10. CITY MANAGERS REPORT

Halloween Festival was a huge turn out and huge success. Also, construction on Sewer line project. Anglin closed so pay attention to that. Town hall meeting in Forest Hill and he will get them an update on that when he gets it.

11. MAYOR'S REPORT

Nothing to report.

12. ADJOURN

Mayor adjourned meeting at 8:29pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday October 28, 2022.

/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 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 REGULAR MEETING

Tuesday, December 20, 2022 at 6:30 PM

212 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

PRESENT

- Place 1 Linda Sanders
- Place 2 Carolyn Renfro
- Place 3 Johnnie Allen
- Place 5 Judy Sellers
- Mayor Ray Richardson

ABSENT

- Place 4; Mayor Pro-Tem Susan Mackey
- Place 6 Miriam Davila

Susanne Helgesen, Finance Director

Others Present:

- Mindi Parks, City Secretary
- Craig Spencer, City Manager
- Landon Whatley, Fire Chief

Mayor called meeting to order at 6:30pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Financial Report

November 2022

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders.
 Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 5 Sellers, Mayor Richardson

Motion Carried.

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

No Citizens comments.

7. DISCUSSION ITEMS

A. Staff Update - Consolidated Dispatch and Jail Services

Craig stated that this has been going on for well over a year and a half and has been a long road and it is coming together. Mansfield jail has began moving things into our facility and Mansfield jail will be fully operating out of our jail on Wednesday, December 21st. There was an oversight on Craig's part in not having a agreement in place between Everman and Mansfield. The city attorneys office is working on drafting that agreement as we speak. This will come before council at the next council meeting for approval with an retroactive date which will be December 21st. Everything is going very smoothly. Mansfield will fully operate our jail and fully manage and cover any expenses with the inmates. The cost of the inmates will be fully paid for by Mansfield. We are only providing the space. For that, they will also do the same for anyone arrested in Everman as well. This will last for 18 months or up to 24 months or longer. At that time we will have to figure out how we will operate and do things if we want to change things up. The dispatch front, we will be going live with the Tarrant County Fire Alarm next Wednesday, December 28th. Craig stated that this has been a very big undertaking. We do have the agreements set in place with Tarrant County Fire Alarm and we are trying to figure out how to go about to handle the other contracts in place with other municipalities with Tarrant County Fire Alarm, do we enter new agreements, or take over the existing contract and how do we get the finances moved from Fire Alarm to the City of Everman so we can pay the employees that we are bringing on board. We have been working with the city attorney's office and we have now gotten copies of almost all of the agreements with one still outstanding. The city attorney office is drafting a document that allows us to assume those contracts and this will have to be passed by the city council as well as the other municipalities and once that is complete Tarrant County Fire Alarm can transfer those finds to us allowing us to complete those portions of those contracts. Next year we will look into executing new ILA's directly with those cities involved where Fire Alarm will not be involved anymore at that point. Craig stated that we do have seven new full-time employee's coming over from Fire Alarm. They will operate out of our dispatch center so that means we will have one full-time vacancy with that transition. Craig is bringing before council tonight a ILA between the City of Everman and Forest Hill dispatch and this is a part of the same project with Fire Alarm with the fire dispatch side and also police dispatch as well will be provided by the City of Everman. Addition to that, another agreement that will come when we look to execute the Mansfield agreement, this will be an agreement for jail services. That will be a Tri-City agreement for Forest Hill, Everman, and Mansfield. If council approves the ILA on the agenda tonight, we will then invoice the City of Forest Hill for the \$435,000 and some change to get new people on board and hired and trained. The go live for this should be on January 18th, that is what we are shooting for. With this, Craig is recommending some staffing changes. He has Beverly Patton and wants to approve her as the Director of Communications and we already separated this department in the budget. She would have her own budget to work with and he would like to appoint her the Director of Communications and she will oversee this whole operation. She will have roughly 15 full-time employees to manage underneath her and several part-time employees and we will look to have supervisor level employees below her to help her manage and schedules and so forth. As a part of this agreement there will be a Fire Chiefs Advisory Board and Police Chief Advisory Board that Beverly will be communicating directly with and taking the feedback from those chiefs and making sure those things get implemented in the communications center. There has been things budgeted for this but Craig stated that there will be some significant budget amendments brought forward with this change because your talking about increasing the revenue by \$700,000 to be able to make these changes. These will be about mid year that will reflect all these changes. Craig stated that him and Susanne have worked through the numbers and we can achieve this without having any negative impact out of our normal operating budget. We are not spending any extra money behind this, the whole driving factor behind this is that the first year is going to be a wash just because of the implementation cost that goes along with this. Consolidating dispatch should lower the cost of operations across

the board for all municipalities. Radio infrastructure alone is about \$45,000 a year and that is for all the municipalities also. By bringing it to one location, now we are splitting that \$45,000 between the two municipalities and saving money. Doing this with all these municipalities lowers the cost for all of us and better capabilities to serve. With this we will have 2 fire and 2 police dispatchers on at any given time. We can have seven in there all at once to cover big holidays and things like that. We will be dispatch for 8 different agencies once this is all said and done. This is a very long process and we are excited. Things are in the works of getting cleaned up and finished in that dispatch office and Craig wants to have a tour set up for council to come check it out once it is.

8. CONSIDERATION AND POSSIBLE ACTION

- A. Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“Agreement”) is entered into by and between the City of Everman, Texas, a home-rule municipality (“Everman”) and the City of Forest Hill, Texas, a home-rule municipality (“Forest Hill”) by and authorizing City Manager Craig Spencer to execute said agreement.

Motion made by Place 5 Sellers, Seconded by Place 2 Renfro.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 5 Sellers, Mayor Richardson

Motion Carried.

9. EXECUTIVE SESSION

- A. Sec 551.071 - Contemplated Litigation - Stephen Avdeef

Mayor adjourned into Executive Session at 7:00pm.

Mayor Closed Executive Session at 7:19pm.

No action taken.

10. CITY MANAGERS REPORT

Roof at City Hall is still being worked on. This will have City Hall closed tomorrow Wednesday, December 21st. The smell from the glue is very bad for our staff. This will be complete by Thursday of this week. Staff is working to get ready for this weather coming. Checking generators and preparing for these temperatures. Power loss in the city we will have Civic Center open in that event for a warm center for our citizens. Closed Friday and Monday for Christmas Holiday.

11. MAYOR’S REPORT

12. ADJOURN

Mayor adjourned the meeting at 7:22pm.

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 16, 2022.

/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 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.

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

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 REGULAR MEETING

Tuesday, November 15, 2022 at 6:30 PM

212 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

PRESENT

- Place 1 Linda Sanders
- Place 2 Carolyn Renfro
- Place 3 Johnnie Allen
- Place 4; Mayor Pro-Tem Susan Mackey
- Place 5 Judy Sellers
- Place 6 Miriam Davila
- Mayor Ray Richardson

Mayor called meeting to order at 6:30pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

October 10, 2022 Special Meeting Minutes

October 18, 2022 Regular Meeting Minutes

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

B. Financials

October 2022

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

5. PRESENTATIONS

There were none.

6. CITIZEN'S COMMENTS

There were none.

7. DISCUSSION ITEMS

A. American Rescue Plan Funds Allocation Review

Craig supplied the council with a list of the ARPS Funds and what was allocated so far. Everything that is highlighted is complete but just getting the rest paid or hit budget with the amendments. Craig stated that just over 1.3 million have been allocated and 1.5 million has been expended with about \$200,000 still not allocated at this time. He also stated that he is not recommending to allocate anymore funds at this time until we get all the other projects wrapped up and find out what all is over and under budget so at this point we see where the funding stands, and see what projects the council may want to pursue next. Council Member Allen asked what Scada is. Craig explained that Scada is a computer system that controls our water system. This is how our Public Works division opens and closes small our water valves, utilizes the water pumps and water well. Crag stated that the Scada system had to be updated to comply with TCEQ anyway but the previous system was housed here at city hall and to make changes to the system, someone would have to physically go to city hall to make those changes on the system. The update has allowed us to go to a cloud based system so they now have the ability to make changes from their phones or login anywhere to address these issues. Allen also asked when the security at the Library would be complete and done? Craig stated as soon as he gets to it and he will make sure to do so. Allen also asked about the outdoor fitness court that has \$140,000, and she asked if the \$92,000 came out of the Parks Department? Craig explained that yes, we have paid for the equipment for the sight, but what is outstanding on this project is the concrete pad, the art work, and the installation cost. Craig stated that each department will have an ARPA Fund line item so it is easier for the auditors and the council to see what has been paid by ARPA Funds to clean that up some. Allen then asked if the city thought of doing a survey to citizens to see what they would like to have in our city, or city parks nor anything like that? Craig said no, they have not had any interaction with the community concerning ARPA Funds. Their approach to the Funds have been to help offset revenue loss and get things achieved that we have not been able to achieve. Craig also stated that with the Town Hall meeting for our community sharing the projects in our budget which has ARPA Funds in it and getting their feed back and we did get that from our community at this meeting and it was a lot of positive feed back. The city attorney also stated that this is what ARPA Funds are used for. This will help us not have to touch General Fund since we did have economic growth issues with Covid. There was no more discussion on this ARPA Funds Allocation Review.

B. Everman Christmas Tree Lighting Ceremony

Craig stated that this is scheduled for December 1st, Thursday. Also, he stated that we have upped the game this year. Thanks to madam Secretary Parks and Elizabeth Stonitsch, they put boots on the ground to go out and raise some funds and all together they have raised over \$14,000 for this years Christmas Tree Lighting. So, we are expanding this a little bit and Craig wanted to fill the council in on the additions this year. We have partnered up with Taco Oasis for them to be here to handle the hot chocolate portion, so they will be selling hot chocolate and churros. The hot chocolate was made by Mindi Parks and it takes up all her time and we just don't have the means to make that much hot chocolate that is needed at this event. Taco Oasis will also have door prizes so there will be tickets given out to everyone. We are also including smore stations. There will be four fire pits out there for the kids to roast their own marshmallow to make a smore and that will be free. Public Works Department will supervise over that. Fire Department is doing the hay ride again this year. We have purchased twenty foot tunnels that they will be putting lights on and the snow machines again this year also. There will be three hayrides going constantly. Mindi and Edna purchased some décor to make

it look like a winter wonderland. Santa will be inside the Civic Center and when people enter the Civic Center they will go through blow ups and decorations of a winter wonderland theme and get to see Santa and then as they are walking out they will get the free cookies as usual. There will be a great back drop for great photos at no charge of course. We are also trying to get a Stacking Stuffers Lane where different vendors will be available with things to purchase for Christmas. Also, we have had several kids sit on Santa's lap in the past years and ask him for food for Christmas. We are doing something for those families this year by providing the food that they ask for. There will be a system put in place for this. We are so excited about this and all the first graders will be there singing. Mayor added to get the signs out and start advertising for this Event. Put it out there to get the word out. This will go out on the Phone System also. Council is pleased and excited for this Event.

8. CONSIDERATION AND POSSIBLE ACTION

- A. APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN AND THE TARRANT COUNTY ESD #1 TO PROVIDE FIRE AND EMS SERVICES FOR THE SPECIFIED UNINCORPORATED AREAS WITHIN TARRANT COUNTY.

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. Approve Resolution #2022-11-02 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING EXECUTION BY THE CITY MANAGER OF A CONTRACTOR AGREEMENT WITH J'S ROOFING AND OTHER TRADES, LLC IN THE AMOUNT OF \$91,040.00 FOR EMERGENCY REPAIR TO THE ROOF OF CITY HALL; AUTHORIZING ADDITIONAL AGREEMENTS AND CHANGE ORDERS RELATING TO THE REPAIR; AND PROVIDING AN EFFECTIVE DATE.

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

Motion Carried.

9. EXECUTIVE SESSION

Did not convene into Executive Session.

10. CITY MANAGERS REPORT

Fire Department is Hosting Pushing Ceremony, this Saturday at 10am. This is open to the public and the whole Community comes together to wash that truck and push it back into Fire Department. This is the new Tanker 19 and Truck 19. This is a tradition anytime a new truck comes in. This is because back in the old days they had horses and they would not walk it back in, it would have to be pushed back in. A tradition of the community that has carried over hundreds of years now.

11. MAYOR'S REPORT

Mayor had nothing to report.

12. ADJOURN

Mayor adjourned the meeting at 6:58pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday November 11, 2022.

/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.

RESOLUTION 2023-01-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES WITH THE CITIES OF MANSFIELD AND FOREST HILL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mansfield is currently demolishing and replacing its jail facility and, during the period of demolition and construction, estimated to be 18 months, Mansfield desires to use the Everman Jail Facility located at 404 West Enon Avenue in Everman for the handling, processing, housing and detention of persons arrested by Mansfield Police personnel as well as persons arrested by the City of Kennedale, the City of Burleson, the Mansfield Independent School District and other state and federal agencies for whom Mansfield currently provides such services; and

WHEREAS, during Mansfield’s use of the Everman Jail Facility, Everman and Mansfield desire that Mansfield provide the handling, processing, housing and detention of persons arrested by Everman Police personnel; and

WHEREAS, Forest Hill desires to use the Everman Jail Facility for the handling, processing, housing and detention of persons arrested by Forest Hill Police personnel with Mansfield to provide those jail services for so long as Mansfield occupies the Everman Jail Facility and, thereafter, with Everman to provide those services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Everman Police Chief and City Manager recommend approval of an Interlocal Cooperation Agreement between Mansfield, Forest Hill and Everman on the terms and conditions set forth in the agreement attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City of Everman to approve such Interlocal Cooperation Agreement for Jail Services;

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

SECTION 1. The Interlocal Cooperation Agreement for Jail Services, attached hereto and incorporated herein by this reference as Exhibit “A” is hereby approved and the City Manager is authorized to execute said Agreement and any related documents necessary to give effect to such Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Everman, Texas, on the _____ day of January, 2023.

CITY OF EVERMAN, TEXAS

ATTEST:

APPROVED:

Mindi Parks, City Secretary

Ray Richardson, Mayor

APPROVED AS TO FORM:

Hunter W. Mattocks, Asst. City Attorney
(010323 vwtTM132987)

Exhibit A
[Interlocal Cooperation Agreement for Jail Services]

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This **Interlocal Cooperation Agreement for Jail Services** (“**Agreement**”) is entered into as of the Effective Date by and between the **City of Everman** (“**Everman**”), a Texas home-rule municipality, the **City of Mansfield** (“**Mansfield**”), a Texas home-rule municipality, and the **City of Forest Hill** (“**Forest Hill**”), a Texas home-rule municipality, by and through their authorized representatives. Everman, Mansfield, and Forest Hill are at times each referred to herein as a “**Party**” or collectively as the “**Parties.**”

RECITALS:

WHEREAS, Mansfield is currently demolishing and replacing its jail facility and, during that period of demolition and construction, which is estimated to be eighteen (18) months, Mansfield desires to use the Everman Jail Facility located at 404 West Enon Avenue, Everman, Texas (“**Facility**”) for the handling, processing, housing and detention of persons arrested by Mansfield Police Department personnel (“**Mansfield Police**”) as well as for the handling, processing, housing, and detention of persons arrested by the City of Kennedale, the City of Burleson, the Mansfield Independent School District, and other state and federal agencies for whom Mansfield currently provides such services (collectively the “**Mansfield Affiliates**” and each individually a “**Mansfield Affiliate**”); and

WHEREAS, during Mansfield’s use and occupancy of the Facility, Everman and Mansfield desire that Mansfield provide the handling, processing, housing and detention of persons arrested by Everman Police Department personnel (“**Everman Police**”); and

WHEREAS, Forest Hill desires, on the terms set forth herein, to use the Facility for the handling, processing, housing and detention of persons arrested by Forest Hill Police Department personnel (“**Forest Hill Police**”) with Mansfield to provide the jail services of handling, processing, housing and detention of persons arrested by Forest Hill Police for so long as Mansfield occupies the Facility and, thereafter, with Everman to provide those services; and

WHEREAS, the City of Everman desires to allow Mansfield to use the Facility for the handling, processing, housing, and detention of persons arrested by the Mansfield Police, a Mansfield Affiliate, the Forest Hill Police, and/or the Everman Police; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Parties desire to enter into an agreement authorizing Mansfield, the Mansfield Affiliates, and Forest Hill to use the Facility and setting forth the terms and conditions by which Mansfield will initially provide Jail Services (as defined below) for Mansfield, Mansfield Affiliates, Everman, and Forest Hill, and upon Mansfield’s removal from the Facility, Everman will, agree to provide the Jail Services (as defined below) to Everman and Forest Hill; and

WHEREAS, the Parties find it is mutually advantageous to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Everman, Mansfield, and Forest Hill hereby agree as follows:

**Article I
Purpose; Term**

1.1 The purpose of this Agreement is to provide the terms and conditions under which persons arrested by the Forest Hill Police, Mansfield Police, a Mansfield Affiliate, or Everman Police may be detained and housed at the Facility as well as the respective responsibilities of the Parties relating to the provision of Jail Services. Further, the Recitals set forth above are true and correct and incorporated herein.

1.2 The initial term of this Agreement during which Jail Services will be provided as described herein shall commence on December 28, 2022, as to Mansfield (including the Mansfield Affiliates) and Everman (the “Commencement Date”) and on January 17, 2023, as to Forest Hill (the “Forest Hill Commencement Date”), and shall terminate on September 30, 2024 (“**Primary Term**”), unless terminated earlier or extended in accordance with this Agreement. Upon the completion of the Primary Term, if construction is not completed on Mansfield’s new jail facility, the Primary Term of this Agreement may be extended, by mutual written agreement of the Parties, for one additional term of six (6) months (“**Primary Term Extension**”). At the conclusion of the Primary Term or, if applicable, the Primary Term Extension, this Agreement shall terminate as to Mansfield (including all Mansfield Affiliates) and shall renew as between Everman and Forest Hill only for one (1) additional period which shall have an expiration date of September 30, 2034 (the “**Renewal Term**”) unless terminated earlier in accordance with this Agreement. The Primary Term, any Primary Term Extension, and Renewal Term are collectively referred to herein as the “**Term**” or “**the Term of this Agreement.**”

**Article II
Termination**

2.1 This Agreement may be terminated by any Party providing the other Parties written notice of termination not less than sixty (60) days prior to the anticipated date of termination. Upon any such termination, any Party who has previously paid a Services Fee to another Party shall be entitled to a refund from that Party of the portion of the Services Fee previously paid, pro-rated with respect to the number of calendar months remaining as of the date of Termination.

2.2 A Party (the “**Non-Defaulting Party**”) may terminate this Agreement by providing written notice of termination to the other Party (the “**Defaulting Party**”) if the Defaulting Party fails to cure any default or non-compliance with one or more provisions of this Agreement on or before sixty (60) days after delivery of written notice by the Non-Defaulting Party to the Defaulting Party describing the nature of the default or non-compliance. Upon any such termination, any Non-Defaulting Party who has previously paid a Services Fee to another Party shall be entitled to a refund from that Party of the portion of the Services Fee previously paid, pro-rated with respect to the number of calendar months remaining as of the date of Termination.

2.3 Receipt of payment, refund, and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

**Article III
Obligation of Everman to Provide Jail Facility**

During the Term of this Agreement, Everman shall provide the Everman Jail Facility located at 404 West Enon Avenue, Everman, Texas (“**Facility**”) for use of the Parties as provided herein and shall, during the time that Mansfield serves as Jail Services Provider, as described herein, cooperate with Mansfield to facilitate and not hinder the provision of Jail Services. Mansfield agrees and acknowledges that Everman’s provision of the Facility serves as good and adequate consideration, the receipt and sufficiency of which is further hereby acknowledged, for Mansfield’s promises and agreements set forth in this Agreement. Forest Hill agrees and acknowledges that Everman’s provision of the Facility and, as may be applicable, Everman’s service in the capacity of Jail Services Provider, serves as good and adequate consideration, the receipt and sufficiency of which is further hereby acknowledged, for Forest Hill’s promises and agreements set forth in this Agreement.

**Article IV
Obligation of Party Serving as Jail Services Provider**

4.1 The Party providing Jail Services, as described herein, at the Facility and to the other Parties (the “Jail Services Provider”):

- A. during the Primary Term and any Primary Term Extension, shall be Mansfield; and
- B. during the Renewal Term or at any other time for which, for any reason, Mansfield is no longer providing those services, shall be Everman.

During the time that Mansfield serves as Jail Services Provider, it shall provide Jail Services at the Facility to the Mansfield Affiliates. During the time that Everman serves as Jail Services Provider, should any Mansfield Affiliate desire to continue to receive Jail Services at the Facility, that Mansfield Affiliate will be required to enter into a separate agreement for jail services with Everman. Everman and Forest Hill agree and acknowledge that Mansfield’s provision of services as Jail Services Provider serves as good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, for their promises and agreements set forth in this Agreement.

4.2 The Party serving as Jail Services Provider shall provide the following services (collectively “**Jail Services**”) to the other Parties in accordance with Everman Police Department policies and procedures and applicable federal and state laws and regulations:

- (a) Intake of prisoners brought to the Facility by Forest Hill (each a “**Forest Hill Prisoner**”);
- (b) Intake of prisoners brought to the Facility by Everman (each a “**Everman Prisoner**”);

- (c) During the time that Mansfield serves as Jail Services Provider, intake of prisoners brought to the Facility by Mansfield or a Mansfield Affiliate (each a “**Mansfield Prisoner**”);
- (d) Complete inventory and storage of each Forest Hill Prisoner’s property, each Everman Prisoner’s property, and, as may be applicable, each Mansfield Prisoner’s property;
- (e) Create and maintain a standardized medical and personal history statement, including next of kin contact information for each Forest Hill Prisoner, for each Everman Prisoner, and, as may be applicable, each Mansfield Prisoner;
- (f) Photograph and fingerprint each Forest Hill Prisoner, each Everman Prisoner, and, as may be applicable, each Mansfield Prisoner;
- (g) House and detain each Forest Hill Prisoner, each Everman Prisoner, and, as may be applicable, each Mansfield Prisoner in the Facility until transferred to another jail facility, or released on bond or by other lawful means;
- (h) Feed and temporarily clothe each Forest Hill Prisoner, each Everman Prisoner, and, as may be applicable, each Mansfield Prisoner to the same extent as provided to Jail Service Provider’s prisoners;
- (i) Operate and maintain the Facility in accordance with applicable Federal, State and Local Laws and regulations;
- (j) Transfer bond funds received with respect to Forest Hill Prisoners and Everman Prisoners not later than seven (7) days after receipt thereof; and
- (k) Transport, or arrange for the transportation of, Forest Hill Prisoners and Everman Prisoners to the Tarrant County Corrections Center for incarceration. Whenever Jail Services Provider does not have available personnel or equipment for such transport, this obligation shall be to notify the Chief of Police of the arresting Party (in the case of a Mansfield Affiliate, the notification shall be to Mansfield Chief of Police) and the arresting City Party shall then be responsible for providing such transportation.

4.3 Everman shall provide adequate space and utility connections for a work area within the Facility for the purpose of prisoner booking and other documentation processes by Forest Hill Police, Mansfield Police, and any arresting officers of a Mansfield Affiliate.

4.4 Everman shall provide a secure room within the Facility for the purpose of prisoner interviews/interrogations to be conducted by Forest Hill Police, Mansfield Police, and officers of a Mansfield Affiliate.

4.5 The Jail Services Provider shall issue Forest Hill Prisoners, Everman Prisoners, and, as may be applicable, Mansfield Prisoners a blanket and mattress for use during the detention,

and assign a holding cell number in accordance with standard operating procedures, which shall be documented in appropriate Prisoner Log (Forest Hill Prisoner Log for Forest Hill Prisoners, Everman Prisoner Log for Everman Prisoners, and, Mansfield Prisoner Log for Mansfield Prisoners). Forest Hill Prisoners, Everman Prisoners, and, as may be applicable, Mansfield Prisoners shall be allowed to place local telephone calls within four hours of arriving in the Facility as long as they are not a danger to themselves or any Forest Hill, Everman, or Mansfield personnel at the Facility. In such event, such Forest Hill Prisoners, Everman Prisoners, and/or Mansfield Prisoners will be allowed to use of the telephone as soon as such persons are cooperative and no longer deemed dangerous. Telephone usage and numbers shall be documented by Jail Services Provider on the applicable prisoner status log.

4.6 The Jail Services Provider may, in its sole discretion, refuse to accept for processing into the Facility any Forest Hill Prisoner, Everman Prisoner, or Mansfield Prisoner that appears to need medical treatment or medical services.

4.7 Neither Everman, Forest Hill, nor Mansfield may consent to medical treatment of a prisoner nor admit or sign a prisoner into a hospital or medical facility, or otherwise assume the financial responsibility therefor.

4.8 Forest Hill Prisoners, Everman Prisoners, and Mansfield Prisoners detained for a misdemeanor offense may be released from the Facility by the Jail Services Provider if the arresting City or its Police Department cannot provide transport services for such prisoner under the following conditions:

- (a) Charges are pending;
- (b) Reactivation of the warrant(s) for which the prisoner is being held;
- (c) Charges filed at large; or
- (d) Charges not filed.

4.9 Forest Hill, Everman, and Mansfield shall be solely responsible for escorting and guarding, respectively, Forest Hill Prisoners, Everman Prisoners and Mansfield Prisoners, to medical facilities for medical treatment; provided, however, the Everman Fire Department, accompanied by Police officers from the arresting city, if in accordance with adopted protocol, will transport a the prisoner to a medical facility for medical treatment if such prisoner presents as requiring emergency medical treatment upon or after arrival at the Facility.

Article V
Parties' Obligations to Jail Services Provider

5.1 Each Party shall provide the Jail Services Provider property bond materials, including, but not limited to, a receipt book and bond money handling instructions.

5.2 Each Party authorizes the Jail Services Provider to accept, document and secure prisoner bond money until such time as an authorized representative of the Party arranges for the transfer of said bond money to the Party.

5.3 Each Party authorizes the Jail Services Provider to release the prisoners arrested by that Party’s police as required by law, at the discretion of the Jail Services Provider.

5.4 To provide for the safety of prisoners being booked into the Facility, the Jail Services Provider shall have the right to require treatment and deny services for any prisoner deemed unsafe to proceed with being booked into the Facility or deemed not medically fit by certified jail personnel of the Jail Service Provider during the intake procedure

5.5 If a Forest Hill Prisoner, Everman Prisoner, or Mansfield Prisoner arrives at the Facility with a medical emergency that requires said prisoner to be transferred to an emergency room or other medical facility prior to book-in, the Forest Hill Police officer, Everman Police officer, or Mansfield Police Officer, respectively, will be responsible for accompanying said prisoner for transfer.

5.6 The Facility intake booking detention officers reserve the right to refuse the booking of any prisoner when, in the opinion of the jail supervisor, said prisoner poses a safety threat to themselves or others.

**Article VI
Forest Hill’s Fee for Jail Services**

6.1 For purposes of this Agreement, “**Contract Year**” means the period beginning on October 1 of each calendar year and ending on September 30 of the immediately following calendar year.

6.2 During the term of this Agreement, Forest Hill agrees to pay a fee as consideration for the provision of the Facility and the Jail Services to Forest Hill (the “**Services Fee**”). Forest Hill shall always submit the Services Fee to Everman. For any period during which Mansfield served as Jail Services Provider under this Agreement, Everman shall transmit to Mansfield, on at least an annual basis, a pro-rated payment equal to one-half of the Services Fee paid by Forest Hill for each month during which Mansfield served as Jail Services Provider. By way of example, if Forest Hill submits a payment of \$1200.00 in Services Fee to Everman for a period during which Mansfield served 9 months as Jail Services Provider, Everman shall transmit, on behalf of Forest Hill, \$450.00 of the Services Fee to Mansfield. Everman and Mansfield agree and acknowledge that Forest Hill’s payment of the Services Fee as set forth in this Article VI serves as adequate and sufficient consideration in support of their promises set forth in this Agreement.

6.3 The amount of the Services Fee shall be determined as follows:

(a) For the period beginning January 17, 2023, and ending September 30, 2023, the Services Fee shall be \$900.00;

(b) For the Contract Year beginning October 1, 2023, and ending September 30, 2024), the Services Fee shall be \$1200.00;

(c) For the Contract Year beginning on October 1, 2024, and each Contract Year thereafter, the Parties shall negotiate and agree upon the amount of the Services Fee and set forth that amount in an Amendment to this Agreement. Should the Parties fail to execute such Amendment to this Agreement on or before the commencement of the Contract Year, the Services Fee for that Contract Year shall be the same as for the preceding Contract Year.

6.4 Forest Hill shall pay the Services Fee for the period described in Section 6.3(a) within thirty (30) days of the January 17, 2023. For each Contract Year, beginning with the first Contract Year, Forest Hill shall pay one-half of the Services Fee due for the Contract Year on October 1st and the other one-half of the Services Fee due for the Contract Year on April 1st. Forest Hill shall make such payments without Everman being required to invoice Forest Hill or otherwise deliver a written request for payment to Forest Hill.

6.5 The Jail Services Provider shall, not later than the fifth (5th) calendar day of each calendar month, provide Forest Hill with a written report containing the number of Forest Hill Prisoners processed into the Facility during the immediately preceding three month period ("**Prisoner Report**").

6.6 Notwithstanding the foregoing provisions of this Agreement, if Everman and/or the Jail Services Provider is unable to accept and house any Forest Hill Prisoners as provided by this Agreement for any reason (including an event of Force Majeure), Everman will, at the election of Everman, either (i) provide equivalent access and services to Forest Hill through an alternate facility, or (ii) provide Forest Hill a credit against the amount of the next installment of the Services Fee due and payable in an amount equal to 1/365th of the amount of the then current annual Services Fee multiplied by the total number of days Everman or the Jail Services Provider was unable to accept and house Forest Hill Prisoners (a "**Fee Credit**"). If this Agreement has been terminated such that no future payment of Services Fee against which a Fee Credit may be applied will be paid, Everman agrees to pay the amount of such Fee Credit to Forest Hill not later than thirty (30) days after the date of termination of this Agreement, which obligation shall survive the termination of this Agreement. Provision of the Fee Credit does not negate any other available remedies Forest Hill may have for a breach of this Agreement.

**Article VII
Prisoner Magistration/Arraignment**

7.1 Each Party shall provide one or more magistrates to arraign that City’s prisoners housed at the Facility, either in-person or by video conference applications (“virtually”), on a 24/7 basis. Each Party shall cause each of that city’s prisoners to be arraigned within 24 hours after detention at the Facility. Mansfield agrees that it will cause Mansfield Affiliates’ prisoners to be arraigned within 24 hours after detention at the Facility. Written confirmation shall be provided to the Jail Services Provider and to Everman as each prisoner is arraigned. All prisoners shall be transferred from custody of the Facility in conformance with applicable Everman Police Department transfer procedures (generally within 48 hours after their arrival).

7.2 The Forest Hill magistrates and Mansfield magistrates (which shall include any magistrates of the Mansfield Affiliates) shall follow the Standard Operating Procedures and the Facility Rules in regard to the safety and security of the Facility and the prisoners when arraigning, respectively, Forest Hill Prisoners and Mansfield Prisoners, in-person. No magistrate providing magistration or arraignment services for any city or entity shall not interfere with or direct Everman personnel or the Jail Services Provider’s personnel at any time.

**Article VIII
Availability of Revenue**

Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party. The Parties represent and agree that the payments required by this Agreement by the paying Party will fairly compensate the performing Party for the services or functions performed under this Agreement.

**Article IX
Liability/Immunity/Insurance**

9.1 Each Party agrees to the extent authorized under the Constitution and the laws of the State of Texas, to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by its actions or inactions under this Agreement, including but not limited to its acts of negligence or omission in the arrest, book-in and detention for their respective prisoners. Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence. Mansfield agrees that it shall obtain similar agreements regarding responsibility from all Mansfield Affiliates to cover all times during which Mansfield serves as Jail Services Provider at the Facility.

9.2. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Everman shall be responsible for its sole negligence. Forest Hill shall be responsible for its sole negligence. Mansfield shall be responsible for its sole negligence. Mansfield agrees that it shall obtain similar agreements regarding responsibility and apportionment from all Mansfield Affiliates to cover all times during which Mansfield serves as Jail Services Provider at the Facility. The provisions of this section are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.3 It is expressly understood and agreed that, in the execution of this Agreement and in particular sections 9.1 and 9.2 hereof, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this

Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official’s liability, if applicable, or maintain a comparable self-insurance program.

9.4 Each Party shall, during the term of this Agreement, obtain and maintain adequate insurance, self-insurance, or municipal risk pool coverage to effectively protect against the risks associated with the provision of services and the transactions contemplated herein. Mansfield agrees that it will obtain a similar agreement regarding obtaining and maintaining adequate coverage from all Mansfield Affiliates to cover the time that Mansfield serves as Jail Services Provider at the Facility.

**Article X
Miscellaneous Provisions**

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

10.2 **Notice.** All notices required by this Agreement shall be in writing and addressed to the Parties at the addresses set forth below (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) e-mail of a PDF document containing the notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient’s last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient. For purposes of notification, the addresses of the Parties shall be as follows:

If to Forest Hill, to:

City of Forest Hill
Attn: City Manager
3219 E. California Pkwy
Forest Hill, Texas 76119
E: vwehle@foresthilltx.org

With a Copy to:

City of Forest Hill
Attn: Chief of Police
3336 Horton Rd.
Forest Hill, Texas 75119
E: eburns@foresthilltx.org

If to Everman, to:

City of Everman
Attn: City Manager
212 N. Race Street
Everman, Texas 76140
E:cspencer@evermantx.net

If to Mansfield, to:

City of Mansfield
Attn: City Manager

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

10.4 **Venue and Governing Law.** This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any suit between the Parties arising from or related to this Agreement shall be in Tarrant County, Texas.

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

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

10.7 **Amendments.** This Agreement may only be amended by a written instrument signed by authorized representatives of all Parties to the Agreement at the time of such amendment.

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

10.9 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

10.10 **Force Majeure.** No Party shall be liable to the other Party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control (each an event of "**Force Majeure**"). The Party asserting Force Majeure shall give prompt notice to the other Party of the prevention of performance as soon as the asserting Party is reasonably aware of such prevention and has the burden of demonstrating (i) how and why their performance was so prevented, (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the Party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

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

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

10.13 **Independent Contractor.** Except as otherwise expressly provided herein, Forest Hill, Everman, and Mansfield agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and

for those of its agents or employees in conjunction with the performance of services covered under this Agreement.

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

10.15 **Business Day.** For purposes of this Agreement, the phrase “business day” means a day that is not a Saturday, a Sunday, a federally recognized holiday, the Friday after Thanksgiving Day, or such other day the Everman City Council has determined by resolution or ordinance that Everman City Hall will not be open to the public for general city business.

10.16 **Effective Date.** When signed by the authorized representatives of Everman and Mansfield, whether on the same document or on identical but separately signed counterparts, the Agreement shall be effective and enforceable, retroactive to the Commencement Date and thus shall have an Effective Date of December 28, 2022 (the “**Effective Date**”). As to Forest Hill, when signed by the authorized representative of Forest Hill, whether on the same document or on identical but separately signed counterparts, the Agreement shall be effective and enforceable, retroactive to the Forest Hill Commencement Date and thus shall have an Effective Date, with regard to all rights and obligations of Forest Hill, of January 17, 2023.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

SIGNED AND AGREED this ____ day of January, 2023.

CITY OF EVERMAN, TEXAS

By: _____
Craig W. Spencer, City Manager

ATTEST

Mindi Parks, City Secretary

APPROVED AS TO FORM

Hunter W. Mattocks, Asst. City Attorney

SIGNED AND AGREED this _____ day of January, 2023.

CITY OF FOREST HILL, TEXAS

By: _____
Venus Wehle, City Manager

ATTEST:

Amy Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris, Asst. City Attorney

SIGNED AND AGREED this _____ day of January, 2023.

CITY OF MANSFIELD, TEXAS

By: _____
Joe Smolinski, City Manager

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

City Attorney



JOB DESCRIPTION

Effective Date: _____



Section 8, Item B.

Title: Director of Communications	FLSA Status: Exempt
Department: Communications/Dispatch	Essential Status: Essential
Division: All	Pay Grade: I
Reports to: City Manager	

BRIEF DESCRIPTION:

Under the general direction of the City Manager, the Director of Communications manages and directs all activities and operations involving Emergency Services communications (police, fire, EMS, public works, etc.). The incumbent is responsible for inter-agency relations and coordinates with various chief administrative officers and command level supervisors, to provide the highest level of dispatch services and support possible. Incumbent is responsible for addressing citizen complaints, both verbal and written, related to the Department's operation.

ORGANIZATIONAL RELATIONSHIPS:

1. Reports to: City Manager
2. Directs: Dispatch Supervisors and subordinate personnel
3. Other: Will have dealings with all department heads, employees, council and the general public. Will also coordinate with chief administrative and command-level officers of various other public safety entities.

GENERAL STATEMENT:

This is an important, management-level position. This position supervises dispatch employees in all phases of operations of services.

EXAMPLES OF WORK:

- Provide leadership and administrative direction on major dispatch activities.
- Provides for the training of staff in work-related procedures.
- Responsible for ensuring compliance with all state, federal, and local regulations relating to public safety communications.
- Provide capital improvement planning and recommend options for Communications projects and capital improvement programs for the City's 5-year Capital Improvements Plan.
- Works with Chief Administrative Officers to develop policies and procedures related to the department.
- Provides for the installation, upgrading, maintenance, operation, and staff training for all computer-aided dispatch hardware and software.
- Acts as department liaison and represents the department and the communications functions with meetings with other departments, and local, State, and Federal agency representatives.
- Provide management direction in all hiring, training, and evaluations of personnel within each area of responsibilities (department or division).
- Represent the City at public and private meetings and conferences relating to City business.



JOB DESCRIPTION

Effective Date: _____



Section 8, Item B.

- Prepares a variety of periodic and special reports as required.
- Effectively and courteously communicate with the public and employees, in person, on the telephone, and in writing.
- Communicate on a proactive basis to resolve citizen complaints as they arise.
- Ensure any and all responsibilities, as directed by the City of Everman and Tarrant County Emergency Operations Plan, are carried out effectively in accordance with all local, county, regional, state, and federal mandates. Comply with all National Incident Management System (NIMS) training guidelines.
- Perform a variety of tasks as directed by the City Manager.
- Skillfully and tactfully address the general public and elected officials, both individually and in group settings, as well as among peers.
- Initiates and monitors employee training, license, continuing education, and renewals as required by the city, state, federal, or other appropriate authorities.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

An Associate's Degree or higher is highly preferred for this position. A minimum of ten (10) years of operational experience is required, with three (3) years of supervisory experience preferred. Thorough knowledge of laws and regulations pertaining to communications operations.

CERTIFICATIONS AND LICENSES REQUIRED:

Applicable valid Texas Driver's License

Must possess a Texas Commission on Law Enforcement Master Telecommunicator Certificate; or equivalent as approved by the City Manager.

Must be bondable

ENVIRONMENTAL FACTORS & CONDITIONS/PHYSICAL REQUIREMENTS:

- Work is performed in office, technology infrastructure environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to walking on uneven or unstable terrain, occasional standing, bending, reaching, kneeling, or lifting.
- May be subject to working extended hours and responding to emergencies on an on-call basis.
- May be subject to exposure to extreme weather conditions.
- Must be able to lift up to 20 pounds.
- Work extended hours in extreme heat, cold, and inclement weather (rare).



JOB DESCRIPTION
Effective Date: _____



Section 8, Item B.

SIGNATURE – REVIEW & COMMENTS:

The above statements describe the general nature and level of work being performed as of the date of preparation and approval. They are not to be construed as an exhaustive list of all responsibilities, duties and skills required of the position. Employees holding this position will be required to perform any other job-related duties as requested by management. The job description does not constitute an employment agreement between the employer and employee, and all requirements are subject to possible modification to reasonably accommodate individuals with disabilities.

I have reviewed this job description and received a copy.

Signature of Employee

Date